HRD/3T/18-19/12722234

Mr. Ajayraj Singh Nirwan,
Candidate ID: 12722234

September 5, 2019

Dear Ajayraj,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

**RICHARD LOBO**
**EVP and Head Human Resources – Infosys Limited**

**INFOSYS LIMITED**
CIN: L85110KA1981PLC013115

44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
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askus@infosys.com
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Digitally signed by RICHARD LOBO
Date: 2019.09.05 12:32:16 +06:30
Reason: Offer Letter
Location: Bangalore

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

*Company Confidential - This communication is confidential between you and Infosys Limited.*

HRD/3T/18-19/12722234 September 5, 2019

Mr. Anirudh Verma
Candidate ID: 12722234

Dear Ajayraj,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

## Joining

Your scheduled date of employment with us will be **November 18, 2019.**

## Location

Your location of training is **Mysore, India**. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.*

## Training Period:

The training program will consist of classroom training and on-the-job training. The duration of the classroom training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and Successful completion of the training.

## Probation and confirmation

You will be on probation for a period of twelve months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
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## Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.
An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

## Agreement:

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

## Compensation and Benefits

### Salary

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

### Training Performance- linked Incentive

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

### Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year **2018 - 19** will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

### Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company intranet, based on your preferences and income tax plans

Dr. Mahesh Bundele
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Poornima College of Engineering
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Sitapura, JAIPUR

### National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

### Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 4,00,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.

## Notice period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training / employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three months' notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months' notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

## Background checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India".

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
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Sitapura, JAIPUR

## Other terms and conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation / post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program **2018 -2019.** These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys.

You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure - III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

**RICHARD LOBO**
**EVP and Head Human Resources – Infosys Limited**

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date:_____, 20_____

_____
Sign your name

_____ _____
Print your name Location

**INFOSYS LIMITED**
CIN: L85110KA1981PLC013115

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Electronics City, Hosur Road
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Infosys
Navigate your next

# ANNEXURE - I
## (Compensation during the Training Period)

| COMPENSATION DETAILS (All figures in INR. per month) | |
|---|---|
| NAME | **Mr. Ajayraj Singh Nirwan** |
| ROLE | **Systems Engineer** |
| ROLE DESIGNATION | **Systems Engineer Trainee** |

| **1. MONTHLY COMPONENTS** | |
|---|---|
| BASIC SALARY | 15,000 |
| BASKET OF ALLOWANCES | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | 2,850 |
| MONTHLY GROSS SALARY | **22,328** |

| **2. ANNUAL COMPONENT** | |
|---|---|
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | 150 |

| **3. RETIRAL BENEFITS** | |
|---|---|
| PROVIDENT FUND - 12% of Basic Salary | 1,800 |
| GRATUITY - 4.81% of Basic Salary | 722 |
| **FIXED GROSS SALARY (1+2+3)** | **25,000** |
| **TOTAL GROSS SALARY** | **25,000** |

**OTHER BENEFITS**

| Scheme | Eligible Amount in INR. | Interest | Monthly Instalments | Margin Money (To be borne by the employee) |
|---|---|---|---|---|
| **SALARY LOAN (subject to submission of Trainee Agreement)** | 12,000 (Without Security) | Nil | 12 | Nil |

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.

* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

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## ANNEXURE- II
## (Compensation post Unit allocation)

| COMPENSATION DETAILS (All figures in INR. per month) | |
|---|---|
| NAME | **Mr. Ajayraj Singh Nirwan** |
| ROLE | **Systems Engineer** |
| ROLE DESIGNATION | **Systems Engineer Trainee** |

| **1. MONTHLY COMPONENTS** | |
|---|---|
| BASIC SALARY | 15,000 |
| BASKET OF ALLOWANCES | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | 2,850 |
| MONTHLY GROSS SALARY | **22,328** |

| **2. ANNUAL COMPONENT** | |
|---|---|
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | 150 |

| **3. RETIRAL BENEFITS** | |
|---|---|
| PROVIDENT FUND - 12% of Basic Salary | 1,800 |
| GRATUITY - 4.81% of Basic Salary | 722 |
| **FIXED GROSS SALARY (FGS) (1+2+3)** | **25,000** |

| **4. INCENTIVE COMPONENTS** | **At an indicative Payout of 5%** | **At an indicative Payout of 10%** | **At an indicative Payout of 20%** |
|---|---|---|---|
| **TRAINING PERFORMANCE LINKED INCENTIVE (TPI)** | **1,250** | **2,500** | **5,000** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)** | | | **26,250** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)** | | | **27,500** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)** | | | **30,000** |

| **OTHER BENEFITS** | | | | |
|---|---|---|---|---|
| **Scheme** | **Eligible Amount in INR.** | **Interest** | **Monthly Instalments** | **Margin Money (To be borne by the employee)** |
| **SALARY LOAN (subject to submission of Trainee Agreement)** | 12,000 (Without Security) | Nil | 12 | Nil |

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.

* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

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HRD/3T/18-19/12726754

Mr. Akash Gupta,
Candidate ID: 12726754

September 5, 2019

Dear Akash,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

**RICHARD LOBO**
**EVP and Head Human Resources – Infosys Limited**

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Digitally signed by RICHARD LOBO
Date: 2019.09.05 12:42:16 +08:31
Reason: Offer Letter
Location: Bangalore

Dr. Mahesh Bundele
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Sitapura, JAIPUR

*Company Confidential - This communication is confidential between you and Infosys Limited.*

HRD/3T/18-19/12726754 September 5, 2019

Mr. Akash Gupta,
Candidate ID: 12726754

Dear Akash,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

## Joining

Your scheduled date of employment with us will be **November 18, 2019.**

## Location

Your location of training is **Mysore, India**. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.*

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The training program will consist of classroom training and on-the-job training. The duration of the classroom training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and Successful completion of the training.

## Probation and confirmation

You will be on probation for a period of twelve months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

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## Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

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An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

## Agreement:

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## Compensation and Benefits

### Salary

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You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.

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In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

## Background checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India".

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

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## Other terms and conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation / post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program **2018 -2019.** These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys.

You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

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Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure - III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

Dr. Mahesh Bundele
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Director
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As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

**RICHARD LOBO**
**EVP and Head Human Resources – Infosys Limited**

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date:_____, 20_____

_____
Sign your name

_____ _____
Print your name Location

**INFOSYS LIMITED**
CIN: L85110KA1981PLC013115

44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
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Dr. Mahesh Bundele
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Director
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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## ANNEXURE - I
## (Compensation during the Training Period)

| COMPENSATION DETAILS (All figures in INR. per month) | |
|---|---|
| NAME | **Mr. Akash Gupta** |
| ROLE | **Systems Engineer** |
| ROLE DESIGNATION | **Systems Engineer Trainee** |

| **1. MONTHLY COMPONENTS** | |
|---|---|
| BASIC SALARY | 15,000 |
| BASKET OF ALLOWANCES | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | 2,850 |
| MONTHLY GROSS SALARY | **22,328** |

| **2. ANNUAL COMPONENT** | |
|---|---|
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | 150 |

| **3. RETIRAL BENEFITS** | |
|---|---|
| PROVIDENT FUND - 12% of Basic Salary | 1,800 |
| GRATUITY - 4.81% of Basic Salary | 722 |
| **FIXED GROSS SALARY (1+2+3)** | **25,000** |
| **TOTAL GROSS SALARY** | **25,000** |

**OTHER BENEFITS**

| Scheme | Eligible Amount in INR. | Interest | Monthly Instalments | Margin Money (To be borne by the employee) |
|---|---|---|---|---|
| **SALARY LOAN (subject to submission of Trainee Agreement)** | 12,000 (Without Security) | Nil | 12 | Nil |

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.

* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

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# ANNEXURE- II
## (Compensation post Unit allocation)

| COMPENSATION DETAILS (All figures in INR. per month) | |
|---|---|
| NAME | **Mr. Akash Gupta** |
| ROLE | **Systems Engineer** |
| ROLE DESIGNATION | **Systems Engineer Trainee** |

| **1. MONTHLY COMPONENTS** | |
|---|---|
| BASIC SALARY | 15,000 |
| BASKET OF ALLOWANCES | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | 2,850 |
| MONTHLY GROSS SALARY | **22,328** |

| **2. ANNUAL COMPONENT** | |
|---|---|
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | 150 |

| **3. RETIRAL BENEFITS** | |
|---|---|
| PROVIDENT FUND - 12% of Basic Salary | 1,800 |
| GRATUITY - 4.81% of Basic Salary | 722 |
| **FIXED GROSS SALARY (FGS) (1+2+3)** | **25,000** |

| **4. INCENTIVE COMPONENTS** | **At an indicative Payout of 5%** | **At an indicative Payout of 10%** | **At an indicative Payout of 20%** |
|---|---|---|---|
| **TRAINING PERFORMANCE LINKED INCENTIVE (TPI)** | **1,250** | **2,500** | **5,000** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)** | | | **26,250** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)** | | | **27,500** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)** | | | **30,000** |

**OTHER BENEFITS**

| **Scheme** | **Eligible Amount in INR.** | **Interest** | **Monthly Instalments** | **Margin Money (To be borne by the employee)** |
|---|---|---|---|---|
| **SALARY LOAN (subject to submission of Trainee Agreement)** | 12,000 (Without Security) | Nil | 12 | Nil |

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.

* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

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**Offer: Computer Consultancy**
**Ref: TCSL/CT20192439786/Delhi**
**Date: 30/08/2019**

Mr. Ankur Jain

Jaipur,
Rajasthan.

Dear Ankur Jain,

**Sub: Letter of Offer**

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

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

Your gross salary including all benefits will be **₹3,36,875/-** per annum, as per the terms and conditions set out herein. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be issued a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.



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## COMPENSATION AND BENEFITS

### BASIC SALARY
You will be eligible for a basic salary of **₹10,200/-** per month.

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,080/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

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

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹7,570/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

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



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## PERFORMANCE PAY

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

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

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

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

Performance Pay will be effective upon successful completion of the Initial Learning Programme.

## CITY ALLOWANCE

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

## OTHER BENEFITS

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

HIS offers the following benefits:

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

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL,



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provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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

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

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

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

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

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

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

## RETIRALS

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

**Gratuity**



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

## TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

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

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

2. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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

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



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unsatisfactory, TCSL may terminate your traineeship forthwith.

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

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

**4. Working Hours**

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

**5. Mobility**

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

**6. Compensation Structure / Salary components**

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

**7. Increments and Promotions**

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

**8. Alternative Occupation / Employment**

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

**9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This



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Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

**10. Service Agreement**

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

**11. Overseas International Assignment Agreement**

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

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

**12. Terms and Conditions**

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

**13. TATA Code of Conduct**

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

**14. Notice Period**

In an event if the traineeship is discontinued/terminated no notice or payment in lieu thereof shall be payable by TCSL. Upon Confirmation, during your tenure with TCSL, either you or TCSL can terminate the appointment by giving 90 calendar days' written notice or three months' basic salary in lieu of the notice. If your services, behavior and/ or performance are not found satisfactory, TCSL may terminate your services by giving



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notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

**15. Retirement**

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

**16. Pre-employment Medical Certificate**

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

**17. Employment of Non Indian Citizens**

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

**18. Background Check**

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

**19. Submission of Documents**

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a



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Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

**20. Initial Learning Programme (ILP)**

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

**21. Letter of Appointment**

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

**22. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.


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**23. Compliance to all clauses**

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



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

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

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**K Ganesan**
**Global Head Talent Acquisition & AIP**

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

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



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**GROSS SALARY SHEET** **Annexure 1**

| | |
|---|---|
| **Name** | **Ankur Jain** |
| **Designation** | **Assistant System Engineer-Trainee** |
| **Institute Name** | **Poornima College Of Engineering, Jaipur** |

Table 1: Compensation Details (All Components in INR)

| Component Category | Monthly | Annual |
|---|---|---|
| **1) Fixed Compensation** | | |
| Basic Salary | 10,200 | 1,22,400 |
| Bouquet Of Benefits # | 13,000 | 1,56,000 |
| **2) Performance Pay**** | | |
| Monthly Performance Pay | 1,700 | 20,400 |
| Quarterly Variable Allowance* | 600 | 7,200 |
| **3) City Allowance** | 200 | 2,400 |
| **4) Annual Components/Retirals** | | |
| Health Insurance*** | NA | 7,900 |
| Provident Fund | 1,224 | 14,688 |
| Gratuity | 490 | 5,887 |
| Total of Annual Components & Retirals | 1,715 | 28,475 |
| Retention Incentive | NA | 0 |
| **TOTAL GROSS** | 27,415 | 3,36,875 |

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

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

**The Performance Pay is applicable upon successful completion of the Initial Learning Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

| Component Category | Monthly | Annual |
|---|---|---|
| House Rent Allowance | 4,080 | 48,960 |
| Leave Travel Assistance | 850 | 10,200 |
| Food Card | 500 | 6,000 |
| Personal Allowance | 7,570 | 90,840 |
| **GROSS BOUQUET OF BENEFITS** | 13,000 | 1,56,000 |



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**Annexure 2**

**Regional Offices**

| | |
|---|---|
| **Ahmedabad**<br>**Lead -Talent Acquisition**<br>Tata Consultancy Services<br>Infocity, Info Tower 1, 5th Floor,<br>Airport Road, Gandhinagar - 382 009<br>Tel: 079 - 66712600<br>Fax: 079 - 66712601 | **Bangalore**<br>**Lead -Talent Acquisition**<br>Tata Consultancy Services<br>VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield,<br>Bangalore – 560 066<br>Tel: 080 – 67247000<br>Fax: 080 - 28410114 |
| **Chennai**<br>**Lead- Talent Acquisition**<br>Tata Consultancy Services<br>415/21-24, Kumaran Nagar,<br>Sholinganallur, Old Mahabalipuram,<br>Chennai - 600 119, Tamil Nadu, India<br>Tel: 044 - 66162222/62194/62195<br>Fax: 044 - 66162555 | **Delhi**<br>**Lead-Talent Acquisition**<br>Tata Consultancy Services<br>5th Floor, PTI Building, 4, Parliament Street,<br>New Delhi - 110 001<br>Tel: 011 - 66506555<br>Fax: 011 - 23311735 |
| **Hyderabad**<br>**Lead-Talent Acquisition**<br>Tata Consultancy Services<br>Deccan Park, No. 1 software Units Layout,<br>Madhapur, Hyderabad - 500 081<br>Tel: 040 - 66672000<br>Fax: 040 - 66672222 | **Kolkata**<br>**Lead-Talent Acquisition**<br>TATA Consultancy Services<br>ODC 1-K-1, Gitanjali Park,<br>IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town,<br>Kolkata - 700 156, West Bengal.<br>Tel: 033 - 6653 0000<br>Fax : 033 - 6653 0003 |
| **Lucknow**<br>**Lead -Talent Acquisition**<br>Tata Consultancy Services<br>1\1, Vibhuti Khand, Gomti Nagar,<br>Lucknow - 226 010<br>Tel: 0522 - 6661001<br>Fax: 0522 - 6661001 | **Mumbai**<br>**Lead-Talent Acquisition**<br>Tata Consultancy Services<br>Yantra Park, Opp. Voltas HRD Trg. Center,<br>Subhash Nagar, Pokhran Road No. 2,<br>Thane( West), 400601<br>Tel: 022 - 67782000/2222<br>Fax: 022 - 67782190 |
| **Pune**<br>**Lead-Talent Acquisition**<br>Tata Consultancy Services<br>Niyati Tiara, Ground Floor,<br>S.No 103/A/1/129, CTS 1995, Nagar Road,<br>Yerwada, Pune - 411 006<br>Tel: 020 – 66087777<br>Fax: 020 - 66087107 | **Thiruvananthapuram**<br>**Lead - Talent Acquisition**<br>Tata Consultancy Services<br>Peepul Park, Technopark Campus<br>Karyavattom p.o.<br>Thiruvananthapuram - 695 581.<br>Tel - 0471- 2519400<br>Fax - 0471- 2519499 |



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**Annexure 3**

**Confidentiality and IP Terms and Conditions**

**1. Confidential Information**

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

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

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

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

(d) Customer and prospective customer lists, and

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



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**2. Retainer/Consultant's Obligations**

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

**3. Intellectual Property Rights**

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



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

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

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

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

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


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**9. Equitable Rights**

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

**10. General**

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

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

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

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



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

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

**11. Non-Compete**

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.



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**Offer: Computer Consultancy**
**Ref: TCSL/CT20192438879/Delhi**
**Date: 30/08/2019**

Mr. Anubhav Gupta

Jaipur,
Rajasthan.

Dear Anubhav Gupta,

**Sub: Letter of Offer**

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

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

Your gross salary including all benefits will be **₹3,36,875/-** per annum, as per the terms and conditions set out herein. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer you will be issued a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.



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## COMPENSATION AND BENEFITS

### BASIC SALARY
You will be eligible for a basic salary of **₹10,200/-** per month.

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

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

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹4,080/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

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

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹7,570/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

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



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## PERFORMANCE PAY

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

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

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

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

Performance Pay will be effective upon successful completion of the Initial Learning Programme.

## CITY ALLOWANCE

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

## OTHER BENEFITS

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

HIS offers the following benefits:

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

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL,



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provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

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

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

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

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

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

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

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

## RETIRALS

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

**Gratuity**



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

## TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

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

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

2. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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

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



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unsatisfactory, TCSL may terminate your traineeship forthwith.

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

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

**4. Working Hours**

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

**5. Mobility**

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

**6. Compensation Structure / Salary components**

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

**7. Increments and Promotions**

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

**8. Alternative Occupation / Employment**

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

**9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This



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Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

**10. Service Agreement**

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

**11. Overseas International Assignment Agreement**

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

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

**12. Terms and Conditions**

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

**13. TATA Code of Conduct**

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

**14. Notice Period**

In an event if the traineeship is discontinued/terminated no notice or payment in lieu thereof shall be payable by TCSL. Upon Confirmation, during your tenure with TCSL, either you or TCSL can terminate the appointment by giving 90 calendar days' written notice or three months' basic salary in lieu of the notice. If your services, behavior and/ or performance are not found satisfactory, TCSL may terminate your services by giving



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notice as mentioned herein above.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

**15. Retirement**

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

**16. Pre-employment Medical Certificate**

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

**17. Employment of Non Indian Citizens**

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

**18. Background Check**

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

**19. Submission of Documents**

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a



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Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university
*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

**20. Initial Learning Programme (ILP)**

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

**21. Letter of Appointment**

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

**22. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.



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**23. Compliance to all clauses**

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



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

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

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**K Ganesan**
**Global Head Talent Acquisition & AIP**

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

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



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**GROSS SALARY SHEET** **Annexure 1**

| | |
|---|---|
| **Name** | **Anubhav Gupta** |
| **Designation** | **Assistant System Engineer-Trainee** |
| **Institute Name** | **Poornima College Of Engineering, Jaipur** |

Table 1: Compensation Details (All Components in INR)

| Component Category | Monthly | Annual |
|---|---|---|
| **1) Fixed Compensation** | | |
| Basic Salary | 10,200 | 1,22,400 |
| Bouquet Of Benefits # | 13,000 | 1,56,000 |
| **2) Performance Pay**** | | |
| Monthly Performance Pay | 1,700 | 20,400 |
| Quarterly Variable Allowance* | 600 | 7,200 |
| **3) City Allowance** | 200 | 2,400 |
| **4) Annual Components/Retirals** | | |
| Health Insurance*** | NA | 7,900 |
| Provident Fund | 1,224 | 14,688 |
| Gratuity | 490 | 5,887 |
| Total of Annual Components & Retirals | 1,715 | 28,475 |
| Retention Incentive | NA | 0 |
| **TOTAL GROSS** | 27,415 | 3,36,875 |

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

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

**The Performance Pay is applicable upon successful completion of the Initial Learning Programme.

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

Table 2: TCSL defined structure for BoB (All Components in INR)

| Component Category | Monthly | Annual |
|---|---|---|
| House Rent Allowance | 4,080 | 48,960 |
| Leave Travel Assistance | 850 | 10,200 |
| Food Card | 500 | 6,000 |
| Personal Allowance | 7,570 | 90,840 |
| **GROSS BOUQUET OF BENEFITS** | 13,000 | 1,56,000 |



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**Annexure 2**

**Regional Offices**

| | |
|---|---|
| **Ahmedabad**<br>**Lead -Talent Acquisition**<br>Tata Consultancy Services<br>Infocity, Info Tower 1, 5th Floor,<br>Airport Road, Gandhinagar - 382 009<br>Tel: 079 - 66712600<br>Fax: 079 - 66712601 | **Bangalore**<br>**Lead -Talent Acquisition**<br>Tata Consultancy Services<br>VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield,<br>Bangalore – 560 066<br>Tel: 080 – 67247000<br>Fax: 080 - 28410114 |
| **Chennai**<br>**Lead- Talent Acquisition**<br>Tata Consultancy Services<br>415/21-24, Kumaran Nagar,<br>Sholinganallur, Old Mahabalipuram,<br>Chennai - 600 119, Tamil Nadu, India<br>Tel: 044 - 66162222/62194/62195<br>Fax: 044 - 66162555 | **Delhi**<br>**Lead-Talent Acquisition**<br>Tata Consultancy Services<br>5th Floor, PTI Building, 4, Parliament Street,<br>New Delhi - 110 001<br>Tel: 011 - 66506555<br>Fax: 011 - 23311735 |
| **Hyderabad**<br>**Lead-Talent Acquisition**<br>Tata Consultancy Services<br>Deccan Park, No. 1 software Units Layout,<br>Madhapur, Hyderabad - 500 081<br>Tel: 040 - 66672000<br>Fax: 040 - 66672222 | **Kolkata**<br>**Lead-Talent Acquisition**<br>TATA Consultancy Services<br>ODC 1-K-1, Gitanjali Park,<br>IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town,<br>Kolkata - 700 156, West Bengal.<br>Tel: 033 - 6653 0000<br>Fax : 033 - 6653 0003 |
| **Lucknow**<br>**Lead -Talent Acquisition**<br>Tata Consultancy Services<br>1\1, Vibhuti Khand, Gomti Nagar,<br>Lucknow - 226 010<br>Tel: 0522 - 6661001<br>Fax: 0522 - 6661001 | **Mumbai**<br>**Lead-Talent Acquisition**<br>Tata Consultancy Services<br>Yantra Park, Opp. Voltas HRD Trg. Center,<br>Subhash Nagar, Pokhran Road No. 2,<br>Thane( West), 400601<br>Tel: 022 - 67782000/2222<br>Fax: 022 - 67782190 |
| **Pune**<br>**Lead-Talent Acquisition**<br>Tata Consultancy Services<br>Niyati Tiara, Ground Floor,<br>S.No 103/A/1/129, CTS 1995, Nagar Road,<br>Yerwada, Pune - 411 006<br>Tel: 020 – 66087777<br>Fax: 020 - 66087107 | **Thiruvananthapuram**<br>**Lead - Talent Acquisition**<br>Tata Consultancy Services<br>Peepul Park, Technopark Campus<br>Karyavattom p.o.<br>Thiruvananthapuram - 695 581.<br>Tel - 0471- 2519400<br>Fax - 0471- 2519499 |



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**Annexure 3**

**Confidentiality and IP Terms and Conditions**

**1. Confidential Information**

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

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

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

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

(d) Customer and prospective customer lists, and

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



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2. **Retainer/Consultant's Obligations**

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

3. **Intellectual Property Rights**

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



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

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

6. **Security policies and Guidelines**
The Retainer/Consultant agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

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

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


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**9. Equitable Rights**

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

**10. General**

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

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

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

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



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

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

**11. Non-Compete**

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.



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Candidate ID: 2564489 /346249,

Date of Joining: 09/19/2019,

Joining Location: Chennai-PCT,

Designation: Analyst,

**Dear Arpit Gupta,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

| | |
|---|---|
| 1. | Welcome Address |
| 2. | Verification of master data sheet, which contains your detailed information. |
| 3. | Verification of joining documents* |
| 4. | Receipt of employee handbook and visitor-cum-bus pass |
| 5. | Submission of signed documents |
| 6. | Receipt of hard copy of offer letter |
| 7. | ID cum access card formalities |
| 8. | Bank account opening formalities |
| 9. | Meeting the buddy |

Please report by 8:30 am at Chennai-PCT office, for joining formalities as per the address mentioned below:

## Address

B-45 & B-46, SIPCOT IT Park,
Old Mahabalipuram Road, Siruseri, Chennai – 603103, India



Dr. Mahesh Bundele
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Director
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Sitapura, JAIPUR

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

| | |
|---|---|
| 1. | Hard copy / email copy of Capgemini offer letter shared with you |
| 2. | Employment Documents:<br><br>**Current Employment( Immediate Previous)**<br>a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)<br>b) Payslips for last 3 months<br>c) Form 16<br>d) Salary Account 6 months Bank Statement<br>e) Letter of appointment/Offer letter from employer which captures start date<br><br>**Previous Employment**<br>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day |
| 3. | **Education Documents**<br>a) 10 Marksheet and certificate.<br>b) 12th marksheet and Certificate.<br>c) Graduation Marksheets and certificate/Diploma certificate.<br>d) Post-Graduation Marksheets and degree certificate(If applicable)<br>e) Any other relevant certificate |
| 4. | **Proof of identity/ Address**<br>a) PAN Card<br>b) AADHAR Card<br>c) Passport<br>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs<br>i) Voters Id<br>ii) Driving License<br>iii) Ration card<br>iv) Electricity Bills<br>v) Gas card<br>vi) Notarized Self Affidavit |
| 5. | Passport size photographs(6 nos) |
| 6. | **Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)**<br>a) Form 16/Form 26AS<br>b) Bank statement for 6 months<br>c) Shop License |
| 7. | Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory |
| 8. | Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory. |

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Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR
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# EMPLOYMENT OFFER LETTER

Capgemini Ref: 2564489 /346249,

09/05/2019,

Arpit Gupta,
Rajasthan , India

## Confidential

**Dear Arpit Gupta,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **09/19/2019** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Chennai-PCT**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,003 (Rupees Three Lakhs and three only).** Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 350,007.00 (Rupees Three Lakhs Fifty Thousand and Seven only**). Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



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# Annexure - A

**Arpit Gupta,**

**Analyst**

Total Cost to Company (CTC). **Rs.300,003.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs 10,000.00 | Rs 120,000.00 |
| House Rent Allowance | Rs. 4,138.00 | Rs 49,656.00 |
| Other Reimbursements & Allowances# | - | - |
| Personal Allowance | Rs. 5,000.00 | Rs. 60,000.00 |
| Advance Statutory Bonus | Rs. 2,980.00 | Rs. 35,760.00 |
| **Gross monthly salary** | **Rs.22,118.00** | **Rs. 265,416.00** |
| | | |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.481.00 | Rs.5,772.00 |
| | | |
| **Total Fixed Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Total Cash Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs. 7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs. 300,003.00** |



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## Annexure - B

**Arpit Gupta,**

**Analyst**

Total Cost to Company (CTC).

**Rs.380,007.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs.10,870.00 | Rs.130,440.00 |
| House Rent Allowance | Rs.5,435.00 | Rs.65,220.00 |
| Other Reimbursements & Allowances# | Rs.5,328.00 | Rs.63,936.00 |
| Personal Allowance | Rs.4,130.00 | Rs.49,560.00 |
| Advanced Statutory Bonus | Rs.2,980.00 | Rs.35,760.00 |
| | | |
| **Gross monthly salary** | **Rs.28,743.00** | **Rs.344,916.00** |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.523.00 | Rs.6,276.00 |
| | | |
| **Total Fixed Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Total Cash Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs.7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs.350,007.00** |



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# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

| Other Allowance & Reimbursements | Annualized |
|---|---|
| Telephone | 19,800.00 |
| LTA | 60,000.00 |
| Meal Coupons | 24,000.00 |
| Vehicle Reimbursement | 21,600.00 |

**Notes:**

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However,Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.

** This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.



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D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.



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F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-September-2019, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

      b.You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately



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without any further obligation or liability upon the Company.

c.As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.
You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. You have achieved minimum 60% aggregate in all semesters of your graduation.

k. You submit the following mandatory documents before the date of joining..

1. Highest Degree/Provisional Certificate and Final year Mark sheet.

2.In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.

l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com



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You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Jaideep Chavan
Head - Talent Acquisition & Resourcing

## Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Arpit Gupta

Date: 09/05/2019

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Sitapura, JAIPUR

# EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

## 1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

## 2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

## 3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.



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## 4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

## 5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.



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5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

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5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

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6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'** ) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,



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such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## 8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.



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8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## 9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.



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c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## 10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## 11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.



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11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



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## CONSENT LETTER

### For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:



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Candidate ID: 2564489 /346299,

Date of Joining: 09/19/2019,

Joining Location: Chennai-PCT,

Designation: Analyst,

**Dear Ashutosh,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

| | |
|---|---|
| 1. | Welcome Address |
| 2. | Verification of master data sheet, which contains your detailed information. |
| 3. | Verification of joining documents* |
| 4. | Receipt of employee handbook and visitor-cum-bus pass |
| 5. | Submission of signed documents |
| 6. | Receipt of hard copy of offer letter |
| 7. | ID cum access card formalities |
| 8. | Bank account opening formalities |
| 9. | Meeting the buddy |

Please report by 8:30 am at Chennai-PCT office, for joining formalities as per the address mentioned below:

## Address

B-45 & B-46, SIPCOT IT Park,
Old Mahabalipuram Road, Siruseri, Chennai – 603103, India



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Please carry a complete set of original and photocopied documents (2 sets) as specified below.

| | |
|---|---|
| 1. | Hard copy / email copy of Capgemini offer letter shared with you |
| 2. | Employment Documents:<br><br>**Current Employment( Immediate Previous)**<br>a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)<br>b) Payslips for last 3 months<br>c) Form 16<br>d) Salary Account 6 months Bank Statement<br>e) Letter of appointment/Offer letter from employer which captures start date<br><br>**Previous Employment**<br>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day |
| 3. | **Education Documents**<br>a) 10 Marksheet and certificate.<br>b) 12th marksheet and Certificate.<br>c) Graduation Marksheets and certificate/Diploma certificate.<br>d) Post-Graduation Marksheets and degree certificate(If applicable)<br>e) Any other relevant certificate |
| 4. | **Proof of identity/ Address**<br>a) PAN Card<br>b) AADHAR Card<br>c) Passport<br>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs<br>i) Voters Id<br>ii) Driving License<br>iii) Ration card<br>iv) Electricity Bills<br>v) Gas card<br>vi) Notarized Self Affidavit |
| 5. | Passport size photographs(6 nos) |
| 6. | **Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)**<br>a) Form 16/Form 26AS<br>b) Bank statement for 6 months<br>c) Shop License |
| 7. | Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory |
| 8. | Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory. |

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Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR
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# EMPLOYMENT OFFER LETTER

Capgemini Ref: 2564489 /346299,

09/05/2019,

Ashutosh Malik,
Rajasthan , India

## Confidential

**Dear Ashutosh Malik,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **09/19/2019** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Chennai-PCT**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,003 (Rupees Three Lakhs and three only).** Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 350,007.00 (Rupees Three Lakhs Fifty Thousand and Seven only**). Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



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# Annexure - A

**Ashutosh Malik,**

**Analyst**

Total Cost to Company (CTC). **Rs.300,003.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs 10,000.00 | Rs 120,000.00 |
| House Rent Allowance | Rs. 4,138.00 | Rs 49,656.00 |
| Other Reimbursements & Allowances# | - | - |
| Personal Allowance | Rs. 5,000.00 | Rs. 60,000.00 |
| Advance Statutory Bonus | Rs. 2,980.00 | Rs. 35,760.00 |
| **Gross monthly salary** | **Rs.22,118.00** | **Rs. 265,416.00** |
| | | |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.481.00 | Rs.5,772.00 |
| | | |
| **Total Fixed Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Total Cash Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs. 7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs. 300,003.00** |



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## Annexure - B

**Ashutosh Malik,**

**Analyst**

Total Cost to Company (CTC).

**Rs.380,007.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs.10,870.00 | Rs.130,440.00 |
| House Rent Allowance | Rs.5,435.00 | Rs.65,220.00 |
| Other Reimbursements & Allowances# | Rs.5,328.00 | Rs.63,936.00 |
| Personal Allowance | Rs.4,130.00 | Rs.49,560.00 |
| Advanced Statutory Bonus | Rs.2,980.00 | Rs.35,760.00 |
| | | |
| **Gross monthly salary** | **Rs.28,743.00** | **Rs.344,916.00** |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.523.00 | Rs.6,276.00 |
| | | |
| **Total Fixed Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Total Cash Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs.7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs.350,007.00** |



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# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

| Other Allowance & Reimbursements | Annualized |
|---|---|
| Telephone | 19,800.00 |
| LTA | 60,000.00 |
| Meal Coupons | 24,000.00 |
| Vehicle Reimbursement | 21,600.00 |

**Notes:**

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However,Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.

** This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.



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D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.



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F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-September-2019, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

      b.You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately



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without any further obligation or liability upon the Company.

c.As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.
You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. You have achieved minimum 60% aggregate in all semesters of your graduation.

k. You submit the following mandatory documents before the date of joining..

1. Highest Degree/Provisional Certificate and Final year Mark sheet.

2.In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.

l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com



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You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Jaideep Chavan
Head - Talent Acquisition & Resourcing

## Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Ashutosh Malik

Date: 09/05/2019

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# EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

## 1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

## 2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

## 3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.



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## 4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

## 5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.



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5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

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5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.



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6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

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6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'** ) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,



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such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## 8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.



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8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## 9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.



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c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## 10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## 11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.



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11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



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## CONSENT LETTER

### For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:



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June 26, 2019

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

Dear Chetan Rao Jagdaley,

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Associate Systems Engineer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

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






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Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Chetan Rao Jagdaley,

We are pleased to offer you the position of Associate Systems Engineer, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e June 28, 2019. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

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

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3, Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045.

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms &



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Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

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

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

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

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.



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- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. You are also expected to successfully complete and pass the Company's final assessments, which shall be administered at the end of your training period. Failure to pass these assessments, as determined solely by the Company, may result in termination from the services of the Company. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.



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- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues



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based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 15th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) - no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were



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deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

A One time Premium Component of INR 25000/-, paid to you after you have joined IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 15th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire Premium Component to IBM. The Premium Component is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from your Premium Component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.



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ANNEXURE A

| DATE | June 26, 2019 | | |
|---|---|---|---|
| NAME | Chetan Rao Jagdaley | BAND | 06G |
| DESIGNATION | Associate Systems Engineer | LOCATION | BANGALORE |
| Compensation Components | | IBM Offer (in INR) | |
| 1. Annual Basic Salary | | 152027 | |
| 2. Annual Flexible Benefit Plan (FBP) | | 182432 | |
| **3. Annual Reference Salary (ARS)** | | 334459 | |
| | | | |
| 4. Retirals | | | |
| a) Provident Fund (PF) | | 18243 | |
| b) Gratuity @ 4.8% | | 7297 | |
| **5. Annual Reference Salary + Retirals** | | 360000 | |

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

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

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



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OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS



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

Signed By - IBM Authorized Signatory
Director - Talent Acquisition ISA



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

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

SIGNATURE
---

PRINTED NAME
---

DATE OF JOINING
---

DATE
---

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

SIGNATURE
---

PRINTED NAME
---

DATE
---



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Explanation of Compensation Components

| Component | Summary Explanation* |
|---|---|
| 1. Basic Salary | The fundamental salary component to which many other compensation components are linked. |
| 2. Flexible Benefit Plan (FBP) | This is valued at 120% of your Basic Salary. The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below. |
| (a) Leave Travel Allowance (LTA) | LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules. |
| (b) House Rent Allowance | Maximum 50% of Basic Salary per annum. To be used for house rent. |
| (c) "Flat" Allowance | Remaining FBP funds and is a taxable amount. |
| 3. Retirals | These elements of compensation are not paid out until later when certain conditions are met. |
| (a) Provident Fund (PF) | 12% of Basic Salary is contributed to the Provident Fund. |
| (b) Gratuity | 4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000). |
| (c) ESIC | Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same. |
| Annual Reference Salary | Annual Basic Salary + Annual FBP |

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



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## Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

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

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

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

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

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

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

Critical Illness Buffer

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

Domiciliary Benefit

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

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and



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maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

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

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

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

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



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Important Letter on Transfer / Relocation / Type of Work Assigned

Date - June 26, 2019

Dear Chetan Rao Jagdaley,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.



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ANNEXURE B - NON-DISCLOSURE AGREEMENT

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

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

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

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to



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the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

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

| Description of Excluded Development | Date Created | Named Party/Termination Date |
|---|---|---|
| | | |
| | | |
| | | |

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

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM



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

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

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

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

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

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

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

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

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

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.



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

| | | | |
|---|---|---|---|
| Employee's Full Name | Employee's Signature | Employee Serial No. | Date |



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June 26, 2019

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

Dear Dipesh Kumar,

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Associate Systems Engineer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

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






Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

June 26, 2019

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

Dear Dipesh Kumar,

We are pleased to offer you the position of Associate Systems Engineer, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e June 28, 2019. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

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

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3, Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045.

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms &



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Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

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

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

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

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.



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- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. You are also expected to successfully complete and pass the Company's final assessments, which shall be administered at the end of your training period. Failure to pass these assessments, as determined solely by the Company, may result in termination from the services of the Company. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.



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- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues



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based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 15th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) - no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were



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deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

A One time Premium Component of INR 25000/-, paid to you after you have joined IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 15th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire Premium Component to IBM. The Premium Component is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from your Premium Component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.



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ANNEXURE A

| DATE | June 26, 2019 | | |
|---|---|---|---|
| NAME | Dipesh Kumar | BAND | 06G |
| DESIGNATION | Associate Systems Engineer | LOCATION | BANGALORE |
| Compensation Components | | IBM Offer (in INR) | |
| 1. Annual Basic Salary | | 152027 | |
| 2. Annual Flexible Benefit Plan (FBP) | | 182432 | |
| **3. Annual Reference Salary (ARS)** | | 334459 | |
| | | | |
| 4. Retirals | | | |
| a) Provident Fund (PF) | | 18243 | |
| b) Gratuity @ 4.8% | | 7297 | |
| **5. Annual Reference Salary + Retirals** | | 360000 | |

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

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

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



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OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS



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

Signed By - IBM Authorized Signatory
Director - Talent Acquisition ISA



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

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

SIGNATURE
---

PRINTED NAME
---

DATE OF JOINING
---

DATE
---

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

SIGNATURE
---

PRINTED NAME
---

DATE
---



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Explanation of Compensation Components

| Component | Summary Explanation* |
|---|---|
| 1. Basic Salary | The fundamental salary component to which many other compensation components are linked. |
| 2. Flexible Benefit Plan (FBP) | This is valued at 120% of your Basic Salary. The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below. |
| (a) Leave Travel Allowance (LTA) | LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules. |
| (b) House Rent Allowance | Maximum 50% of Basic Salary per annum. To be used for house rent. |
| (c) "Flat" Allowance | Remaining FBP funds and is a taxable amount. |
| 3. Retirals | These elements of compensation are not paid out until later when certain conditions are met. |
| (a) Provident Fund (PF) | 12% of Basic Salary is contributed to the Provident Fund. |
| (b) Gratuity | 4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000). |
| (c) ESIC | Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same. |
| Annual Reference Salary | Annual Basic Salary + Annual FBP |

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



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## Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

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

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

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

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

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

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

Critical Illness Buffer

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

Domiciliary Benefit

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

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and



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maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

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

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

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

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



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Important Letter on Transfer / Relocation / Type of Work Assigned

Date - June 26, 2019

Dear Dipesh Kumar,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.



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ANNEXURE B - NON-DISCLOSURE AGREEMENT

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

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

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

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to



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the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

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

| Description of Excluded Development | Date Created | Named Party/Termination Date |
|---|---|---|
| | | |
| | | |
| | | |

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

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM



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

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

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

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

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

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

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

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

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

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.



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

| | | | |
|---|---|---|---|
| Employee's Full Name | Employee's Signature | Employee Serial No. | Date |



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June 26, 2019

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

Dear Dipti Singh,

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Associate Systems Engineer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

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






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Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Dipti Singh,

We are pleased to offer you the position of Associate Systems Engineer, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, failing which IBM may, at its sole discretion, withdraw this offer of employment.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e June 28, 2019. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

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

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3, Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045.

If you have questions about your First Day Documentation, send an email to **eschoolhiring@in.ibm.com**

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms &



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Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

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

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

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

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.



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- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. You are also expected to successfully complete and pass the Company's final assessments, which shall be administered at the end of your training period. Failure to pass these assessments, as determined solely by the Company, may result in termination from the services of the Company. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.



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- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues



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based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

  Settling in Allowance - A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 15th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) - no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were



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deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.

A One time Premium Component of INR 25000/-, paid to you after you have joined IBM. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 15th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire Premium Component to IBM. The Premium Component is subject to appropriate income tax as per law. You may be required to repay to IBM any taxes that were deducted from your Premium Component and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.



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IBM CONFIDENTIAL

ANNEXURE A

| DATE | June 26, 2019 | | |
|---|---|---|---|
| NAME | Dipti Singh | BAND | 06G |
| DESIGNATION | Associate Systems Engineer | LOCATION | BANGALORE |
| Compensation Components | | IBM Offer (in INR) | |
| 1. Annual Basic Salary | | 152027 | |
| 2. Annual Flexible Benefit Plan (FBP) | | 182432 | |
| **3. Annual Reference Salary (ARS)** | | 334459 | |
| | | | |
| 4. Retirals | | | |
| a) Provident Fund (PF) | | 18243 | |
| b) Gratuity @ 4.8% | | 7297 | |
| **5. Annual Reference Salary + Retirals** | | 360000 | |

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

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

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



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OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS



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

Signed By - IBM Authorized Signatory
Director - Talent Acquisition ISA



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

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

SIGNATURE
---

PRINTED NAME
---

DATE OF JOINING
---

DATE
---

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

SIGNATURE
---

PRINTED NAME
---

DATE
---



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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Explanation of Compensation Components

| Component | Summary Explanation* |
|---|---|
| 1. Basic Salary | The fundamental salary component to which many other compensation components are linked. |
| 2. Flexible Benefit Plan (FBP) | This is valued at 120% of your Basic Salary. The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below. |
| (a) Leave Travel Allowance (LTA) | LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules. |
| (b) House Rent Allowance | Maximum 50% of Basic Salary per annum. To be used for house rent. |
| (c) "Flat" Allowance | Remaining FBP funds and is a taxable amount. |
| 3. Retirals | These elements of compensation are not paid out until later when certain conditions are met. |
| (a) Provident Fund (PF) | 12% of Basic Salary is contributed to the Provident Fund. |
| (b) Gratuity | 4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000). |
| (c) ESIC | Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same. |
| Annual Reference Salary | Annual Basic Salary + Annual FBP |

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



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## Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

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

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

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

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

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

**Subject to enrolling the new dependent within 45 days from the date of event.*

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

Critical Illness Buffer

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

Domiciliary Benefit

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

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and



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maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

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

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

b) Incase of any injury resulting in Death or permanent total disability.

c) Incase of occupational disease as defined under the Act.

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



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Important Letter on Transfer / Relocation / Type of Work Assigned

Date - June 26, 2019

Dear Dipti Singh,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to eschoolhiring@in.ibm.com

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.



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**IBM CONFIDENTIAL**

ANNEXURE B - NON-DISCLOSURE AGREEMENT

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

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

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

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to



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the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

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

| Description of Excluded Development | Date Created | Named Party/Termination Date |
|---|---|---|
| | | |
| | | |
| | | |

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

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM



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

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

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

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

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

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

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

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

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

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.



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

| | | | |
|---|---|---|---|
| Employee's Full Name | Employee's Signature | Employee Serial No. | Date |



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Collabera

**Date: 9-Jul-2019**
**Gaurav Gupta**

**LETTER OF OFFER**

Dear Gaurav,

Consequent to your interview with Collabera, we are pleased to offer you a position of Technical Recruiter with Collabera Services Pvt. Ltd. Your anticipated date of joining is on or before 19-Aug-2019.

Other terms of your offer are as under:

- Your gross annual remuneration (CTC) will be Rs 253200/- (Rupees Two Lakhs Fifty Three Thousand Two Hundred) per annum / Rs 21100/- (Rupees Twenty One ThousandOne Hundred) per month. Please refer to the details of the salary break up in Annexure A.

- You are being appointed to work in our Baroda office. However, you may be transferred to any of the locations globally, per the business needs of Collabera Services Pvt. Ltd.

Your employment with our organization will be governed by the current and future policies, rules and guidelines of Collabera Services Pvt. Ltd.

The offer letter is an intent of making an employment proposition and will be deemed concluded only on acceptance of appointment letter that will be given at the time of joining as well as on submission of all documents mentioned in Annexure B.

Please note that your employment is contingent upon submission of all the relevant documents mentioned in Annexure B as well as successful completion of requisite background investigations & pre-employment medical test.

The terms and conditions of your employment with Collabera as stated in this offer of employment letter supersede any prior representations made either verbally or in writing during any meetings or interviews with any Collabera manager, salesperson, recruiter or any other Collabera employee or representative. Additionally, your signing this offer of employment letter represents your understanding, agreement and acceptance to these terms and conditions as stated in this offer letter. Collabera does not intend to nor is obligated to offer you any other remuneration, benefit entitlement or any other perquisite not stated herein.

Ashwani, we welcome your decision of joining Collabera, and I am sure that we will enjoy a mutually rewarding association. Please call us on at 0265-2302721/2302724 should you have any questions.

Best Regards,
For Collabera Services Pvt Ltd.

**Abhishek Verma**
**Senior Manager-HR**



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Collabera

## Annexure A

**TOTAL REMUNERATION WORKSHEET**

Name: Gaurav Gupta
Designation: Technical Recruiter
Location: Baroda

**CONSOLIDATED SALARY, ALLOWANCES, REIMBURSEMENTS AND BENEFITS**

**(all figures in Rs.)**

| | Monthly | Annual |
|---|---|---|
| Basic (Basic inclusive of DA) | 15100 | 181200 |
| Bonus | 1900 | 22800 |
| House Rent Allowance | 4100 | 49200 |
| **GROSS SALARY (A)** | **21100** | **253200** |
| **TOTAL CTC** | **21100** | **253200** |
| **NET TAKE HOME *** | **21100** | **253200** |

*Note:
1) Net Take Home Salary is further subject to reduce by an amount equivalent to Professional Tax and TDS (Income Tax on Salary).

**I, Gaurav Gupta Accept the Offer and Confirm to Join On or Before : 19-Aug-2019**

**Abhishek Verma**
**Senior Manager-HR**

**Gaurav Gupta**



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Collabera

## Annexure B

Sub: Joining Formalities

As part of our joining formalities, you are requested to submit the following documents preferably on your date of joining:

| ON THE DAY OF JOINING | | |
|---|---|---|
| **SET 1** | | |
| **Sr. No.** | **Particulars** | **Yes/Pending** |
| 1 | Personal Profile Form (Filled) | |
| 2 | Background check and Authorization Form (Filled and Signed ) | |
| 3 | Copy of Accepted Offer Letter (signed on both pages) | |
| 4 | Medical Report (Original) | |
| 5 | Photocopy of all Educational Mark sheet [self attested] | |
| 6 | Photocopy of all Educational Degree Certificate [self attested] | |
| 7 | Relieving /Appointment Letter (All Previous Employment) [self attested] | |
| 8 | 3 months Salary Proof (Previous Employer) [self attested] | |
| 9 | 7 Passport Size Photographs | |
| 10 | Pan Card Copy [self attested] | |
| 11 | ID Proof (Driving license/ Voter ID/ Ration Card/ Passport [self attested] | |
| 12 | Aadhar Card [self attested] | |
| 13 | Updated Resume [self attested] | |

| SET 2 ( Photocopy to be taken from SET 1) | | |
|---|---|---|
| **Sr. No.** | **Particulars** | **Yes/Pending** |
| 1 | Background check and Authorization Form (Filled and Signed ) | |
| 2 | Photocopy of all Educational Mark sheet [self attested] | |
| 3 | Photocopy of all Educational Degree [self attested] | |
| 4 | Relieving /Appointment Letter (All Previous Employment) [self attested] | |
| 5 | 3 months Salary Proof (Previous Employer) [self attested] | |

**Original Documents to be carried on the Day of Joining:**

1. **ID Proof and Address Proof (Driving license/ Voter ID /Passport)**
2. **Pan Card**
3. **Class 10th Mark sheet / Certificate**
4. **Aadhar Card**



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Pinnacle Infotech

**Harendra Kumar,**
**18161564**

**Date: 17th August, 2019**

**Subject: Offer for Apprenticeship**

**Dear Harendra,**

Further to your application for Apprenticeship/ Training with us and the subsequent selection process**,** we are happy to induct you in our Company as **Apprentice / Trainee.**

Your date of joining will be **19th August, 2020**. You will be entitled for a monthly stipend of Rs. 18000/- (Rupees Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

Company solely reserves the right to make any further changes to the date of joining.

Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

**We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us by tomorrow. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.**

Welcome to Pinnacle Infotech Solutions.

**Yours sincerely,**

**S Raghunathan**

**(Assistant General Manager- HR)**

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____

Your name in capital letters Your Signature

Date: Location:

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Director
Poornima College of Engineering
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**Annexure to your Offer of Apprenticeship as** Trainee

Presented here are the details that refer to our offer of Apprenticeship to you as a **Trainee.**

1. Apprenticeship Period:

   You will be on Apprenticeship for a period of one year from the date you are registered in http://www.mhrdnats.gov.in. Upon successful completion of your Apprenticeship of one year, and with proper maintenance of Company's Code of Conduct and Policies, Company may offer you employment in a suitable position.

   a. During your Apprenticeship, you are expected to give your full effort to complete your Training successfully. During the initial period of your Training you will be undergoing Examinations, both Practical as well as Online, the cut-off marks of which is 60%. Upon failure to secure 60% in the first chance in any of the Exams, you will be given another opportunity, failing which, your Apprenticeship will be terminated by the Company.

   b. In case of violation of Code of Conduct or Policies of Company, Company may terminate your Apprenticeship with immediate effect.

**2. Surety Deposit:**

On the day of your on boarding the Company for apprenticeship/training, you will be required to execute a retention undertaking for a period of **two years, and deposit INR 50,000/-** (Rupees Fifty Thousand only) as surety amount through Demand Draft payable to 'Pinnacle Infotech Solutions'. The said amount is required to meet your Training expenses and provide infrastructural facilities. The said amount is refundable only if you decide to leave within 15 days of your joining, or after your successful completion of Apprenticeship of one year and plus, thereafter, one year of employment i.e. Two years from the date of joining Pinnacle Infotech Solutions.

In case of Resignations, drop out and long absence and Terminations on grounds of non-performance and disciplinary issues, the said surety amount is non-refundable.

**3. Leave:**

During your Apprenticeship, you will be undergoing Classroom Training for 3 months, followed by On-job Training for 9 months.

a. During your Classroom Training of 3 months, you would be entitled for 2 Casual leaves only.

b. During your On-job Training period for 9 months, you will be entitled for 0.5 Casual Leaves per month and 1.25 Privilege Leaves per month.

4. **Increments and Promotions:**

There will be no Increment or Promotion during your Apprenticeship period of one year.

You will be entitled for a monthly stipend of Rs 18000/-, You will not be entitled for any kind of statutory benefits for this period.

5. **Notice Period:**

During the Apprenticeship period, if your performance is found to be unsatisfactory or if it does not meet the

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B.E., M.E., Ph.D.
Director
Poornima College of Engineering
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Sitapura, JAIPUR

prescribed criteria, your training / Apprenticeship can be terminated by the Company with one-day notice thereof. In the event of you having any incomplete assignment, the Company may decide to relieve you only at the end of the completion of the said assignment. Similarly, the Company can terminate your Apprenticeship with immediate effect giving stipend only up to the end of previous calendar month. The Company may terminate your services immediately on disciplinary grounds. No Stipend will be paid if you drop out or stop attending apprenticeship/training.

6. **Employment Agreement:**

   After successful completion of your Apprenticeship, you will undertake an Agreement on the laid down terms and conditions for permanent employment with Pinnacle Infotech Solutions.

7. **Transfer:**

   During your Training period, you can be transferred to any of our Units / Departments situated anywhere in India or abroad.

   **Background Checks:**

   The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal records checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Annexure II. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your apprenticeship and subsequent employment.

**8. Other Terms & Conditions**:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Pinnacle Infotech Solutions. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**



Pinnacle Infotech

**Kinshuk Varshneya,**
**18166542**

**Date: 17th August, 2019**

**Subject: Offer for Apprenticeship**

**Dear Kinshuk,**

Further to your application for Apprenticeship/ Training with us and the subsequent selection process**,** we are happy to induct you in our Company as **Apprentice / Trainee.**

Your date of joining will be **19th August, 2020**. You will be entitled for a monthly stipend of Rs. 18000/- (Rupees Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

Company solely reserves the right to make any further changes to the date of joining.

Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

**We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us by tomorrow. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.**

Welcome to Pinnacle Infotech Solutions.

**Yours sincerely,**

**S Raghunathan**

**(Assistant General Manager- HR)**

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____

Your name in capital letters Your Signature

Date: Location:

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

**Annexure to your Offer of Apprenticeship as** Trainee

Presented here are the details that refer to our offer of Apprenticeship to you as a **Trainee.**

1. Apprenticeship Period:

   You will be on Apprenticeship for a period of one year from the date you are registered in http://www.mhrdnats.gov.in. Upon successful completion of your Apprenticeship of one year, and with proper maintenance of Company's Code of Conduct and Policies, Company may offer you employment in a suitable position.

   a. During your Apprenticeship, you are expected to give your full effort to complete your Training successfully. During the initial period of your Training you will be undergoing Examinations, both Practical as well as Online, the cut-off marks of which is 60%. Upon failure to secure 60% in the first chance in any of the Exams, you will be given another opportunity, failing which, your Apprenticeship will be terminated by the Company.

   b. In case of violation of Code of Conduct or Policies of Company, Company may terminate your Apprenticeship with immediate effect.

**2. Surety Deposit:**

On the day of your on boarding the Company for apprenticeship/training, you will be required to execute a retention undertaking for a period of **two years, and deposit INR 50,000/-** (Rupees Fifty Thousand only) as surety amount through Demand Draft payable to 'Pinnacle Infotech Solutions'. The said amount is required to meet your Training expenses and provide infrastructural facilities. The said amount is refundable only if you decide to leave within 15 days of your joining, or after your successful completion of Apprenticeship of one year and plus, thereafter, one year of employment i.e. Two years from the date of joining Pinnacle Infotech Solutions.

In case of Resignations, drop out and long absence and Terminations on grounds of non-performance and disciplinary issues, the said surety amount is non-refundable.

**3. Leave:**

During your Apprenticeship, you will be undergoing Classroom Training for 3 months, followed by On-job Training for 9 months.

a. During your Classroom Training of 3 months, you would be entitled for 2 Casual leaves only.

b. During your On-job Training period for 9 months, you will be entitled for 0.5 Casual Leaves per month and 1.25 Privilege Leaves per month.

4. **Increments and Promotions:**

There will be no Increment or Promotion during your Apprenticeship period of one year.

You will be entitled for a monthly stipend of Rs 18000/-, You will not be entitled for any kind of statutory benefits for this period.

5. **Notice Period:**

During the Apprenticeship period, if your performance is found to be unsatisfactory or if it does not meet the

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prescribed criteria, your training / Apprenticeship can be terminated by the Company with one-day notice thereof. In the event of you having any incomplete assignment, the Company may decide to relieve you only at the end of the completion of the said assignment. Similarly, the Company can terminate your Apprenticeship with immediate effect giving stipend only up to the end of previous calendar month. The Company may terminate your services immediately on disciplinary grounds. No Stipend will be paid if you drop out or stop attending apprenticeship/training.

6. **Employment Agreement:**

   After successful completion of your Apprenticeship, you will undertake an Agreement on the laid down terms and conditions for permanent employment with Pinnacle Infotech Solutions.

7. **Transfer:**

   During your Training period, you can be transferred to any of our Units / Departments situated anywhere in India or abroad.

   **Background Checks:**

   The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal records checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Annexure II. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your apprenticeship and subsequent employment.

**8. Other Terms & Conditions**:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Pinnacle Infotech Solutions. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**



Pinnacle Infotech

**Lakshya Yadav,**
**18161568**

**Date: 17th August, 2019**

**Subject: Offer for Apprenticeship**

**Dear Lakshya,**

Further to your application for Apprenticeship/ Training with us and the subsequent selection process**,** we are happy to induct you in our Company as **Apprentice / Trainee.**

Your date of joining will be **19th August, 2020**. You will be entitled for a monthly stipend of Rs. 18000/- (Rupees Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

Company solely reserves the right to make any further changes to the date of joining.

Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

**We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us by tomorrow. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.**

Welcome to Pinnacle Infotech Solutions.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____

Your name in capital letters Your Signature

Date: Location:



**Annexure to your Offer of Apprenticeship as** Trainee

Presented here are the details that refer to our offer of Apprenticeship to you as a **Trainee.**

1. Apprenticeship Period:

   You will be on Apprenticeship for a period of one year from the date you are registered in http://www.mhrdnats.gov.in. Upon successful completion of your Apprenticeship of one year, and with proper maintenance of Company's Code of Conduct and Policies, Company may offer you employment in a suitable position.

   a. During your Apprenticeship, you are expected to give your full effort to complete your Training successfully. During the initial period of your Training you will be undergoing Examinations, both Practical as well as Online, the cut-off marks of which is 60%. Upon failure to secure 60% in the first chance in any of the Exams, you will be given another opportunity, failing which, your Apprenticeship will be terminated by the Company.

   b. In case of violation of Code of Conduct or Policies of Company, Company may terminate your Apprenticeship with immediate effect.

**2. Surety Deposit:**

On the day of your on boarding the Company for apprenticeship/training, you will be required to execute a retention undertaking for a period of **two years, and deposit INR 50,000/-** (Rupees Fifty Thousand only) as surety amount through Demand Draft payable to 'Pinnacle Infotech Solutions'. The said amount is required to meet your Training expenses and provide infrastructural facilities. The said amount is refundable only if you decide to leave within 15 days of your joining, or after your successful completion of Apprenticeship of one year and plus, thereafter, one year of employment i.e. Two years from the date of joining Pinnacle Infotech Solutions.

In case of Resignations, drop out and long absence and Terminations on grounds of non-performance and disciplinary issues, the said surety amount is non-refundable.

**3. Leave:**

During your Apprenticeship, you will be undergoing Classroom Training for 3 months, followed by On-job Training for 9 months.

a. During your Classroom Training of 3 months, you would be entitled for 2 Casual leaves only.

b. During your On-job Training period for 9 months, you will be entitled for 0.5 Casual Leaves per month and 1.25 Privilege Leaves per month.

4. **Increments and Promotions:**

There will be no Increment or Promotion during your Apprenticeship period of one year.

You will be entitled for a monthly stipend of Rs 18000/-, You will not be entitled for any kind of statutory benefits for this period.

5. **Notice Period:**

During the Apprenticeship period, if your performance is found to be unsatisfactory or if it does not meet the

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prescribed criteria, your training / Apprenticeship can be terminated by the Company with one-day notice thereof. In the event of you having any incomplete assignment, the Company may decide to relieve you only at the end of the completion of the said assignment. Similarly, the Company can terminate your Apprenticeship with immediate effect giving stipend only up to the end of previous calendar month. The Company may terminate your services immediately on disciplinary grounds. No Stipend will be paid if you drop out or stop attending apprenticeship/training.

6. **Employment Agreement:**

   After successful completion of your Apprenticeship, you will undertake an Agreement on the laid down terms and conditions for permanent employment with Pinnacle Infotech Solutions.

7. **Transfer:**

   During your Training period, you can be transferred to any of our Units / Departments situated anywhere in India or abroad.

   **Background Checks:**

   The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal records checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Annexure II. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your apprenticeship and subsequent employment.

**8. Other Terms & Conditions**:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Pinnacle Infotech Solutions. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**



Pinnacle Infotech

**Mahendra Jangid,**
**18163478**

**Date: 17th August, 2019**

**Subject: Offer for Apprenticeship**

**Dear Mahendra,**

Further to your application for Apprenticeship/ Training with us and the subsequent selection process**,** we are happy to induct you in our Company as **Apprentice / Trainee.**

Your date of joining will be **19th August, 2020**. You will be entitled for a monthly stipend of Rs. 18000/- (Rupees Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

Company solely reserves the right to make any further changes to the date of joining.

Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

**We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us by tomorrow. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.**

Welcome to Pinnacle Infotech Solutions.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____

Your name in capital letters Your Signature

Date: Location:

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

**Annexure to your Offer of Apprenticeship as** Trainee

Presented here are the details that refer to our offer of Apprenticeship to you as a **Trainee.**

1. Apprenticeship Period:

   You will be on Apprenticeship for a period of one year from the date you are registered in http://www.mhrdnats.gov.in. Upon successful completion of your Apprenticeship of one year, and with proper maintenance of Company's Code of Conduct and Policies, Company may offer you employment in a suitable position.

   a. During your Apprenticeship, you are expected to give your full effort to complete your Training successfully. During the initial period of your Training you will be undergoing Examinations, both Practical as well as Online, the cut-off marks of which is 60%. Upon failure to secure 60% in the first chance in any of the Exams, you will be given another opportunity, failing which, your Apprenticeship will be terminated by the Company.

   b. In case of violation of Code of Conduct or Policies of Company, Company may terminate your Apprenticeship with immediate effect.

**2. Surety Deposit:**

On the day of your on boarding the Company for apprenticeship/training, you will be required to execute a retention undertaking for a period of **two years, and deposit INR 50,000/-** (Rupees Fifty Thousand only) as surety amount through Demand Draft payable to 'Pinnacle Infotech Solutions'. The said amount is required to meet your Training expenses and provide infrastructural facilities. The said amount is refundable only if you decide to leave within 15 days of your joining, or after your successful completion of Apprenticeship of one year and plus, thereafter, one year of employment i.e. Two years from the date of joining Pinnacle Infotech Solutions.

In case of Resignations, drop out and long absence and Terminations on grounds of non-performance and disciplinary issues, the said surety amount is non-refundable.

**3. Leave:**

During your Apprenticeship, you will be undergoing Classroom Training for 3 months, followed by On-job Training for 9 months.

a. During your Classroom Training of 3 months, you would be entitled for 2 Casual leaves only.

b. During your On-job Training period for 9 months, you will be entitled for 0.5 Casual Leaves per month and 1.25 Privilege Leaves per month.

4. **Increments and Promotions:**

There will be no Increment or Promotion during your Apprenticeship period of one year.

You will be entitled for a monthly stipend of Rs 18000/-, You will not be entitled for any kind of statutory benefits for this period.

5. **Notice Period:**

During the Apprenticeship period, if your performance is found to be unsatisfactory or if it does not meet the

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prescribed criteria, your training / Apprenticeship can be terminated by the Company with one-day notice thereof. In the event of you having any incomplete assignment, the Company may decide to relieve you only at the end of the completion of the said assignment. Similarly, the Company can terminate your Apprenticeship with immediate effect giving stipend only up to the end of previous calendar month. The Company may terminate your services immediately on disciplinary grounds. No Stipend will be paid if you drop out or stop attending apprenticeship/training.

6. **Employment Agreement:**

   After successful completion of your Apprenticeship, you will undertake an Agreement on the laid down terms and conditions for permanent employment with Pinnacle Infotech Solutions.

7. **Transfer:**

   During your Training period, you can be transferred to any of our Units / Departments situated anywhere in India or abroad.

   **Background Checks:**

   The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal records checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Annexure II. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your apprenticeship and subsequent employment.

**8. Other Terms & Conditions**:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Pinnacle Infotech Solutions. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**



ims
interactive manpower
solutions pvt. ltd

22nd March 2019

To,
**Tanisha Sharma**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Tanisha,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

You would be located at our office at Ahmedabad. Your date of joining would be not later than 10/06/2019. Your gross annual package (annual cost to the company, all inclusive) would be Rupees 2,04,018/- per annum (Rupees Two Lakh Four Thousand and Eighteen Only). You shall be entitled to benefits as per company rules.

In the event of cessation of services within first 30 days of training due to non-satisfactory performance, or due to termination of service for negligence, or for the act of candidate, the Company reserves the right to forfeit all dues/payments/salaries/ and such other emoluments payable to the candidate by the Company for recovery of damages/losses.

Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

This is the computer generated documents hence no signature required. For verification please confirm with HR.



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

ims
interactive manpower solutions pvt. ltd

**Tanisha Sharma**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
| HRA | 50% | 1700 |
| Conveyance | 40% | 1360 |
| Medical Allowance | 40% | 1360 |
| Uniform Allowance | 40% | 1360 |
| Children Education Allowance | 20% | 680 |
| Statutory Bonus | 20% | 680 |
| Other Allowance | | 4760 |
| | | |
| **Gross Salary (A)** | | **15300** |
| | | |
| **Deductions :** | | |
| Employee's PF Contribution | 12% | 408 |
| Professional Tax | | 200 |
| Employee's ESIC Contribution | 1.75% | 268 |
| **Total Deductions (B)** | | 876 |
| **Net Take Home (A) - (B)** | | **14424** |
| | | - |
| **Employer Contribution & Benefits** | | - |
| PF | 13.01% | 442 |
| ESIC | 4.75% | 727 |
| Leave Benefit | 11.50% | 391 |
| Gratuity | 4.16% | 141 |
| **Total Benefits (C)** | | **1702** |
| **Performance Incentive** | **As per project** | |
| **CTC (A) + (C)** | | **17002** |
| **CTC p.a.** | - | **204018** |

**Note:**
*Other Allowances include allowances as per company policy and applicable law
*The Net Take Home Salary is subject to changes in statutory rates

*1st six months your salary will be Rs.17,000/- CTC monthly then your salary will be revised to Rs.22,150/- CTC monthly subject to your satisfactory performance and confirmation of services. Also your designation will be changed to Recruiter.



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
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Sitapura, JAIPUR

Pinnacle Infotech

**Navneet Singh Gehlot,**
**18162456**

**Date: 17th August, 2019**

**Subject: Offer for Apprenticeship**

**Dear Navneet Singh,**

Further to your application for Apprenticeship/ Training with us and the subsequent selection process**,** we are happy to induct you in our Company as **Apprentice / Trainee.**

Your date of joining will be **19th August, 2020**. You will be entitled for a monthly stipend of Rs. 18000/- (Rupees Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

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Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

**We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us by tomorrow. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.**

Welcome to Pinnacle Infotech Solutions.

**Yours sincerely,**

**S Raghunathan**

**(Assistant General Manager- HR)**

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____

Your name in capital letters Your Signature

Date: Location:

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

**Annexure to your Offer of Apprenticeship as** Trainee

Presented here are the details that refer to our offer of Apprenticeship to you as a **Trainee.**

1. Apprenticeship Period:

   You will be on Apprenticeship for a period of one year from the date you are registered in http://www.mhrdnats.gov.in. Upon successful completion of your Apprenticeship of one year, and with proper maintenance of Company's Code of Conduct and Policies, Company may offer you employment in a suitable position.

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   b. In case of violation of Code of Conduct or Policies of Company, Company may terminate your Apprenticeship with immediate effect.

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**3. Leave:**

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prescribed criteria, your training / Apprenticeship can be terminated by the Company with one-day notice thereof. In the event of you having any incomplete assignment, the Company may decide to relieve you only at the end of the completion of the said assignment. Similarly, the Company can terminate your Apprenticeship with immediate effect giving stipend only up to the end of previous calendar month. The Company may terminate your services immediately on disciplinary grounds. No Stipend will be paid if you drop out or stop attending apprenticeship/training.

6. **Employment Agreement:**

   After successful completion of your Apprenticeship, you will undertake an Agreement on the laid down terms and conditions for permanent employment with Pinnacle Infotech Solutions.

7. **Transfer:**

   During your Training period, you can be transferred to any of our Units / Departments situated anywhere in India or abroad.

   **Background Checks:**

   The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal records checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Annexure II. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your apprenticeship and subsequent employment.

**8. Other Terms & Conditions**:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Pinnacle Infotech Solutions. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**



ARTECH
GLOBAL WORKFORCE SOLUTIONS, MAXIMIZED

47, Shubham Parisar, Ratanpuri, Ratlam,
Madhya Pradesh.

**Sub: Letter of Intent**

Dear Arpita,

Kindly accept this as a formal Offer mail from **Artech Info systems Pvt. Ltd.** We have decided to offer you as an **"Associate Recruiter"** in our Noida, India Core Team. Please note that you will be required to join us on **17th June 2019.** Your total cost to the company would be **INR 3,31,800 (Three Lakhs Thirty one Thousand Eight hundred only) Per Annum.** You are entitled for a monthly pay of INR 27,650. However, during your training period of first 2 months, you will receive a salary of INR 20,000 per month & 7,650 will be retained back. Post successful completion of 2 months training, you will be eligible to receive a joint sum of 40 K (Forty Thousand) as retention bonus and arrear of first 2 months evenly distributed in sixteen (16) monthly installments within your agreement period.

I would request you to make necessary arrangements in your organization and complete all the formalities before that since your joining date will not be extended in any case.

In case any documents/references don't correspond to the claimed information, the offer extended would stand null & void and would lead to withdrawal of the offer.

**Please carry the originals of all the documents listed below at the time of joining, along with one set of photo copy.**

1. Copies of Certificates in support of yourQualifications
2. Copies of Certificates in support of yourExperience
3. Original Relieving Certificate from the currentemployer
4. Last Salary Slip along with the Bank statement OR Bank updatedpassbook
5. 5 Passport sizephotographs
6. Form 16/ Salary Certificate
7. Photo ID Proof, like (PAN Card, Driving License, Voter ID, Pass Port, Credit Card withPhoto)
8. Permanent and Local AddressProof
9. Pan Card Number andCopy
10. Aadhar CardNumber

Artech will perform a background check through an external agency post your joining & if any information/declaration furnished by you proves to be false or you are found to have wilfully suppressed any material information, the company reserves the right to terminate your services without any notice or notice pay. Your appointment letter will be handed over to you once the background check is completed positively.

We welcome you to the Artech family and look forward to a long-term fruitful relationship.
Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

You are expected to serve the organization for a minimum period of 18 months or else a retribution amount of Rs. 1 L (One Lakh) would be imposed to recover the tangible and intangible cost incurred on you.

Thanking You,
YoursSincerely,
For Artech Info systems Pvt. Ltd.

Mani Kant Mishra
Sr.Manager- Human Resources

Poornima College of Engg. * ISI-6, RIICO Institutional Area * Sitapura, JAIPUR

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Pinnacle Infotech

**Neeraj Gupta,**
**18161678**

**Date: 17th August, 2019**

**Subject: Offer for Apprenticeship**

**Dear Neeraj,**

Further to your application for Apprenticeship/ Training with us and the subsequent selection process**,** we are happy to induct you in our Company as **Apprentice / Trainee.**

Your date of joining will be **19th August, 2020**. You will be entitled for a monthly stipend of Rs. 18000/- (Rupees Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

Company solely reserves the right to make any further changes to the date of joining.

Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

**We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us by tomorrow. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.**

Welcome to Pinnacle Infotech Solutions.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____

Your name in capital letters Your Signature

Date: Location:

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

**Annexure to your Offer of Apprenticeship as** Trainee

Presented here are the details that refer to our offer of Apprenticeship to you as a **Trainee.**

1. Apprenticeship Period:

   You will be on Apprenticeship for a period of one year from the date you are registered in http://www.mhrdnats.gov.in. Upon successful completion of your Apprenticeship of one year, and with proper maintenance of Company's Code of Conduct and Policies, Company may offer you employment in a suitable position.

   a. During your Apprenticeship, you are expected to give your full effort to complete your Training successfully. During the initial period of your Training you will be undergoing Examinations, both Practical as well as Online, the cut-off marks of which is 60%. Upon failure to secure 60% in the first chance in any of the Exams, you will be given another opportunity, failing which, your Apprenticeship will be terminated by the Company.

   b. In case of violation of Code of Conduct or Policies of Company, Company may terminate your Apprenticeship with immediate effect.

**2. Surety Deposit:**

On the day of your on boarding the Company for apprenticeship/training, you will be required to execute a retention undertaking for a period of **two years, and deposit INR 50,000/-** (Rupees Fifty Thousand only) as surety amount through Demand Draft payable to 'Pinnacle Infotech Solutions'. The said amount is required to meet your Training expenses and provide infrastructural facilities. The said amount is refundable only if you decide to leave within 15 days of your joining, or after your successful completion of Apprenticeship of one year and plus, thereafter, one year of employment i.e. Two years from the date of joining Pinnacle Infotech Solutions.

In case of Resignations, drop out and long absence and Terminations on grounds of non-performance and disciplinary issues, the said surety amount is non-refundable.

**3. Leave:**

During your Apprenticeship, you will be undergoing Classroom Training for 3 months, followed by On-job Training for 9 months.

a. During your Classroom Training of 3 months, you would be entitled for 2 Casual leaves only.

b. During your On-job Training period for 9 months, you will be entitled for 0.5 Casual Leaves per month and 1.25 Privilege Leaves per month.

4. **Increments and Promotions:**

There will be no Increment or Promotion during your Apprenticeship period of one year.

You will be entitled for a monthly stipend of Rs 18000/-, You will not be entitled for any kind of statutory benefits for this period.

5. **Notice Period:**

During the Apprenticeship period, if your performance is found to be unsatisfactory or if it does not meet the

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

prescribed criteria, your training / Apprenticeship can be terminated by the Company with one-day notice thereof. In the event of you having any incomplete assignment, the Company may decide to relieve you only at the end of the completion of the said assignment. Similarly, the Company can terminate your Apprenticeship with immediate effect giving stipend only up to the end of previous calendar month. The Company may terminate your services immediately on disciplinary grounds. No Stipend will be paid if you drop out or stop attending apprenticeship/training.

6. **Employment Agreement:**

   After successful completion of your Apprenticeship, you will undertake an Agreement on the laid down terms and conditions for permanent employment with Pinnacle Infotech Solutions.

7. **Transfer:**

   During your Training period, you can be transferred to any of our Units / Departments situated anywhere in India or abroad.

   **Background Checks:**

   The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal records checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Annexure II. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your apprenticeship and subsequent employment.

**8. Other Terms & Conditions**:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Pinnacle Infotech Solutions. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**



Pinnacle Infotech

**Nikhlesh Mahawar,**
**18163456**

**Date: 17th August, 2019**

**Subject: Offer for Apprenticeship**

**Dear Nikhlesh,**

Further to your application for Apprenticeship/ Training with us and the subsequent selection process**,** we are happy to induct you in our Company as **Apprentice / Trainee.**

Your date of joining will be **19th August, 2020**. You will be entitled for a monthly stipend of Rs. 18000/- (Rupees Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

Company solely reserves the right to make any further changes to the date of joining.

Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

**We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us by tomorrow. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.**

Welcome to Pinnacle Infotech Solutions.

**Yours sincerely,**

**S Raghunathan**

**(Assistant General Manager- HR)**

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

_____

Your name in capital letters Your Signature

Date: Location:

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

**Annexure to your Offer of Apprenticeship as** Trainee

Presented here are the details that refer to our offer of Apprenticeship to you as a **Trainee.**

1. Apprenticeship Period:

   You will be on Apprenticeship for a period of one year from the date you are registered in http://www.mhrdnats.gov.in. Upon successful completion of your Apprenticeship of one year, and with proper maintenance of Company's Code of Conduct and Policies, Company may offer you employment in a suitable position.

   a. During your Apprenticeship, you are expected to give your full effort to complete your Training successfully. During the initial period of your Training you will be undergoing Examinations, both Practical as well as Online, the cut-off marks of which is 60%. Upon failure to secure 60% in the first chance in any of the Exams, you will be given another opportunity, failing which, your Apprenticeship will be terminated by the Company.

   b. In case of violation of Code of Conduct or Policies of Company, Company may terminate your Apprenticeship with immediate effect.

**2. Surety Deposit:**

On the day of your on boarding the Company for apprenticeship/training, you will be required to execute a retention undertaking for a period of **two years, and deposit INR 50,000/-** (Rupees Fifty Thousand only) as surety amount through Demand Draft payable to 'Pinnacle Infotech Solutions'. The said amount is required to meet your Training expenses and provide infrastructural facilities. The said amount is refundable only if you decide to leave within 15 days of your joining, or after your successful completion of Apprenticeship of one year and plus, thereafter, one year of employment i.e. Two years from the date of joining Pinnacle Infotech Solutions.

In case of Resignations, drop out and long absence and Terminations on grounds of non-performance and disciplinary issues, the said surety amount is non-refundable.

**3. Leave:**

During your Apprenticeship, you will be undergoing Classroom Training for 3 months, followed by On-job Training for 9 months.

a. During your Classroom Training of 3 months, you would be entitled for 2 Casual leaves only.

b. During your On-job Training period for 9 months, you will be entitled for 0.5 Casual Leaves per month and 1.25 Privilege Leaves per month.

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prescribed criteria, your training / Apprenticeship can be terminated by the Company with one-day notice thereof. In the event of you having any incomplete assignment, the Company may decide to relieve you only at the end of the completion of the said assignment. Similarly, the Company can terminate your Apprenticeship with immediate effect giving stipend only up to the end of previous calendar month. The Company may terminate your services immediately on disciplinary grounds. No Stipend will be paid if you drop out or stop attending apprenticeship/training.

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7. **Transfer:**

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   **Background Checks:**

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You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Pinnacle Infotech Solutions. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

**Yours sincerely,**



**S Raghunathan**

**(Assistant General Manager- HR)**



POORNIMA GROUP
Achieving Excellence Together

**Training & Placement Office <tpo@poornima.org>**

# Fwd: Letter of Intent - Nilesh Saini - Ref. No.: 8259644

2 messages

**Nilesh Saini** <nilesh.saini123@gmail.com> Tue, Jan 15, 2019 at 11:39 AM
To: tpo@poornima.org

---------- Forwarded message ---------
From: <careers@wipro.com>
Date: Sun, 13 Jan 2019, 00:41
Subject: Letter of Intent - Nilesh Saini - Ref. No.: 8259644
To: <nilesh.saini123@gmail.com>
Cc: <manager.campus@wipro.com>

## Campus - Letter Of Intent

January 13, 2019

Dear Nilesh Saini,

Based on our discussions with you, we would like to inform you of our intent to offer you the role of Project Engineer which will be in the Career Band TRB-II of the organization.

The salary stack for this role is detailed below. Do reach out to us should you have any clarifications.

| Component | Amount (INR) |
|---|---|
| Basic | 11,667 |
| HRA | 5,834 |
| Bonus | 2,333 |
| Wipro Benefits Plan(WBP) | 5,254 |
| Total Fixed Cash | 25,088 |
| PF (Employer Contribution) | 1,400 |
| Gratuity | 620 |
| Total Fixed Compensation | 27,108 |
| Other Compensation Benefits | |
| Health benefit(Medical) | 600 |
| Variable Pay | |
| Target Variable Pay | 1,459 |
| Target Cost to Company per month | 29,167 |
| Total Cost to Company per annum | 3,50,004 |

Kindly note this letter of intent, if accepted, shall be followed by a letter of appointment from us.

Please confirm your interest to receive the offer of appointment by accepting the contents of this communication within 15 calendar days. Your communication of interest is a precondition to the issuance of the offer of appointment.

Please login to your Candidate Desktop to Accept or Decline the offer.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Yours sincerely,

For **Wipro Limited**
**Sunil Kalachar**
**General Manager - Global Campus Head**

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Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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**Training & Placement Office <tpo@poornima.org>**

# Fwd: Letter of Intent - Prachita Luhadiya - Ref. No.: 8259669

2 messages

**Prachita Luhadiya** <prachita.luhadiya101@gmail.com> Tue, Jan 15, 2019 at 11:39 AM
To: tpo@poornima.org

---------- Forwarded message ---------
From: <careers@wipro.com>
Date: Sun, 13 Jan 2019, 00:41
Subject: Letter of Intent - Prachita Luhadiya - Ref. No.: 8259669
To: <prachita.luhadiya101@gmail.com>
Cc: <manager.campus@wipro.com>

## Campus - Letter Of Intent

January 13, 2019

Dear Prachita Luhadiya,

Based on our discussions with you, we would like to inform you of our intent to offer you the role of Project Engineer which will be in the Career Band TRB-II of the organization.

The salary stack for this role is detailed below. Do reach out to us should you have any clarifications.

| Component | Amount (INR) |
|---|---|
| Basic | 11,667 |
| HRA | 5,834 |
| Bonus | 2,333 |
| Wipro Benefits Plan(WBP) | 5,254 |
| Total Fixed Cash | 25,088 |
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| Other Compensation Benefits | |
| Health benefit(Medical) | 600 |
| Variable Pay | |
| Target Variable Pay | 1,459 |
| Target Cost to Company per month | 29,167 |
| Total Cost to Company per annum | 3,50,004 |

Kindly note this letter of intent, if accepted, shall be followed by a letter of appointment from us.

Please confirm your interest to receive the offer of appointment by accepting the contents of this communication within 15 calendar days. Your communication of interest is a precondition to the issuance of the offer of appointment.

Please login to your Candidate Desktop to Accept or Decline the offer.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Yours sincerely,

For **Wipro Limited**
**Sunil Kalachar**
**General Manager - Global Campus Head**

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Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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**Training & Placement Office <tpo@poornima.org>**

# Fwd: Letter of Intent - Pranjal Gupta - Ref. No.: 8259644

2 messages

**Pranjal Gupta** <pranjal.gupta08@gmail.com> Tue, Jan 15, 2019 at 11:39 AM
To: tpo@poornima.org

---------- Forwarded message ---------
From: <careers@wipro.com>
Date: Sun, 13 Jan 2019, 00:41
Subject: Letter of Intent - Pranjal Gupta - Ref. No.: 8259644
To: <pranjal.gupta08@gmail.com>
Cc: <manager.campus@wipro.com>

## Campus - Letter Of Intent

January 13, 2019

Dear Pranjal Gupta,

Based on our discussions with you, we would like to inform you of our intent to offer you the role of Project Engineer which will be in the Career Band TRB-II of the organization.

The salary stack for this role is detailed below. Do reach out to us should you have any clarifications.

| Component | Amount (INR) |
|---|---|
| Basic | 11,667 |
| HRA | 5,834 |
| Bonus | 2,333 |
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| Total Fixed Compensation | 27,108 |
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| Health benefit(Medical) | 600 |
| Variable Pay | |
| Target Variable Pay | 1,459 |
| Target Cost to Company per month | 29,167 |
| Total Cost to Company per annum | 3,50,004 |

Kindly note this letter of intent, if accepted, shall be followed by a letter of appointment from us.

Please confirm your interest to receive the offer of appointment by accepting the contents of this communication within 15 calendar days. Your communication of interest is a precondition to the issuance of the offer of appointment.

Please login to your Candidate Desktop to Accept or Decline the offer.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Yours sincerely,

For **Wipro Limited**
**Sunil Kalachar**
**General Manager - Global Campus Head**

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Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

ims
interactive manpower
solutions pvt. ltd

22nd March 2019

To,
**Raju Kumar**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Raju Kumar,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

You would be located at our office at Ahmedabad. Your date of joining would be not later than 10/06/2019. Your gross annual package (annual cost to the company, all inclusive) would be Rupees 2,04,018/- per annum (Rupees Two Lakh Four Thousand and Eighteen Only). You shall be entitled to benefits as per company rules.

In the event of cessation of services within first 30 days of training due to non-satisfactory performance, or due to termination of service for negligence, or for the act of candidate, the Company reserves the right to forfeit all dues/payments/salaries/ and such other emoluments payable to the candidate by the Company for recovery of damages/losses.

Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

This is the computer generated documents hence no signature required. For verification please confirm with HR.



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

ims
interactive manpower solutions pvt. ltd

**Raju Kumar**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
| HRA | 50% | 1700 |
| Conveyance | 40% | 1360 |
| Medical Allowance | 40% | 1360 |
| Uniform Allowance | 40% | 1360 |
| Children Education Allowance | 20% | 680 |
| Statutory Bonus | 20% | 680 |
| Other Allowance | | 4760 |
| | | |
| **Gross Salary (A)** | | **15300** |
| | | |
| **Deductions :** | | |
| Employee's PF Contribution | 12% | 408 |
| Professional Tax | | 200 |
| Employee's ESIC Contribution | 1.75% | 268 |
| **Total Deductions (B)** | | 876 |
| **Net Take Home (A) - (B)** | | **14424** |
| | | - |
| **Employer Contribution & Benefits** | | - |
| PF | 13.01% | 442 |
| ESIC | 4.75% | 727 |
| Leave Benefit | 11.50% | 391 |
| Gratuity | 4.16% | 141 |
| **Total Benefits (C)** | | **1702** |
| **Performance Incentive** | **As per project** | |
| **CTC (A) + (C)** | | **17002** |
| **CTC p.a.** | - | **204018** |

**Note:**
*Other Allowances include allowances as per company policy and applicable law
*The Net Take Home Salary is subject to changes in statutory rates

*1st six months your salary will be Rs.17,000/- CTC monthly then your salary will be revised to Rs.22,150/- CTC monthly subject to your satisfactory performance and confirmation of services. Also your designation will be changed to Recruiter.



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

ims
interactive manpower
solutions pvt. ltd

22nd March 2019

To,
**Sakshi Parashar**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Sakshi,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

You would be located at our office at Ahmedabad. Your date of joining would be not later than 10/06/2019. Your gross annual package (annual cost to the company, all inclusive) would be Rupees 2,04,018/- per annum (Rupees Two Lakh Four Thousand and Eighteen Only). You shall be entitled to benefits as per company rules.

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Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

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Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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**Sakshi Parashar**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
| HRA | 50% | 1700 |
| Conveyance | 40% | 1360 |
| Medical Allowance | 40% | 1360 |
| Uniform Allowance | 40% | 1360 |
| Children Education Allowance | 20% | 680 |
| Statutory Bonus | 20% | 680 |
| Other Allowance | | 4760 |
| | | |
| **Gross Salary (A)** | | **15300** |
| | | |
| **Deductions :** | | |
| Employee's PF Contribution | 12% | 408 |
| Professional Tax | | 200 |
| Employee's ESIC Contribution | 1.75% | 268 |
| **Total Deductions (B)** | | 876 |
| **Net Take Home (A) - (B)** | | **14424** |
| | | - |
| **Employer Contribution & Benefits** | | - |
| PF | 13.01% | 442 |
| ESIC | 4.75% | 727 |
| Leave Benefit | 11.50% | 391 |
| Gratuity | 4.16% | 141 |
| **Total Benefits (C)** | | **1702** |
| **Performance Incentive** | **As per project** | |
| **CTC (A) + (C)** | | **17002** |
| **CTC p.a.** | - | **204018** |

**Note:**
*Other Allowances include allowances as per company policy and applicable law
*The Net Take Home Salary is subject to changes in statutory rates

*1st six months your salary will be Rs.17,000/- CTC monthly then your salary will be revised to Rs.22,150/- CTC monthly subject to your satisfactory performance and confirmation of services. Also your designation will be changed to Recruiter.



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Director
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Sitapura, JAIPUR

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22nd March 2019

To,
**Shiksha Laddha**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Shiksha,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

You would be located at our office at Ahmedabad. Your date of joining would be not later than 10/06/2019. Your gross annual package (annual cost to the company, all inclusive) would be Rupees 2,04,018/- per annum (Rupees Two Lakh Four Thousand and Eighteen Only). You shall be entitled to benefits as per company rules.

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Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

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Dr. Mahesh Bundele
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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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**Shiksha Laddha**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
| HRA | 50% | 1700 |
| Conveyance | 40% | 1360 |
| Medical Allowance | 40% | 1360 |
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| **Total Benefits (C)** | | **1702** |
| **Performance Incentive** | **As per project** | |
| **CTC (A) + (C)** | | **17002** |
| **CTC p.a.** | - | **204018** |

**Note:**
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Dr. Mahesh Bundele
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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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22nd March 2019

To,
**Shubham Sharma**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Shubham,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

You would be located at our office at Ahmedabad. Your date of joining would be not later than 10/06/2019. Your gross annual package (annual cost to the company, all inclusive) would be Rupees 2,04,018/- per annum (Rupees Two Lakh Four Thousand and Eighteen Only). You shall be entitled to benefits as per company rules.

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Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

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Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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**Shubham Sharma**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
| HRA | 50% | 1700 |
| Conveyance | 40% | 1360 |
| Medical Allowance | 40% | 1360 |
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| **CTC p.a.** | - | **204018** |

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Dr. Mahesh Bundele
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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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22nd March 2019

To,
**Sumit Mishra**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Sumit ,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

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Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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**Sumit Mishra**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
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Dr. Mahesh Bundele
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Director
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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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22nd March 2019

To,
**Tarun Vijay**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Tarun,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

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Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

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**Tarun Vijay**

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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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22nd March 2019

To,
**Vipul Arora**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Vipul Arora,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

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Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

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301, President Plaza,
Nr. Thaltej Cross Road, S.G. Highway,
Ahmedabad-380054, Gujarat, India.

**Registered Office:**
Ground Floor, 1, Raghupati Niketan,
Opp. Ishita Apartment, Navrangpura,
Ahmedabad-380009, Gujarat, India.

+91 79 3011 4444
info@imspeople.com
CIN: U74990GJ2006PTC048000

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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**Vipul Arora**

| Particulars | | Amt |
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| **CTC p.a.** | - | **204018** |

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Dr. Mahesh Bundele
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Sitapura, JAIPUR

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22nd March 2019

To,
**Yuvraj Singh Rao**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Yuvraj Singh,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

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For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

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Director
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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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**Yuvraj Singh Rao**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
| HRA | 50% | 1700 |
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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

POORNIMA GROUP
Achieving Excellence Together

**Training & Placement Office <tpo@poornima.org>**

# Fwd: Letter of Intent - Nitesh Jangid - Ref. No.: 8259763

2 messages

**Nitesh Jangid** <nitesh.jangid@poornima.org> Tue, Jan 15, 2019 at 11:39 AM
To: tpo@poornima.org

---------- Forwarded message ---------
From: <careers@wipro.com>
Date: Sun, 13 Jan 2019, 00:51
Subject: Letter of Intent - Nitesh Jangid - Ref. No.: 8259763
To: <nitesh.jangid@poornima.org>
Cc: <manager.campus@wipro.com>

## Campus - Letter Of Intent

January 13, 2019

Dear Nitesh Jangid,

Based on our discussions with you, we would like to inform you of our intent to offer you the role of Project Engineer which will be in the Career Band TRB-II of the organization.

The salary stack for this role is detailed below. Do reach out to us should you have any clarifications.

| Component | Amount (INR) |
|---|---|
| Basic | 11,667 |
| HRA | 5,834 |
| Bonus | 2,333 |
| Wipro Benefits Plan(WBP) | 5,254 |
| Total Fixed Cash | 25,088 |
| PF (Employer Contribution) | 1,400 |
| Gratuity | 620 |
| Total Fixed Compensation | 27,108 |
| Other Compensation Benefits | |
| Health benefit(Medical) | 600 |
| Variable Pay | |
| Target Variable Pay | 1,459 |
| Target Cost to Company per month | 29,167 |
| Total Cost to Company per annum | 3,50,004 |

Kindly note this letter of intent, if accepted, shall be followed by a letter of appointment from us.

Please confirm your interest to receive the offer of appointment by accepting the contents of this communication within 15 calendar days. Your communication of interest is a precondition to the issuance of the offer of appointment.

Please login to your Candidate Desktop to Accept or Decline the offer.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Yours sincerely,

For **Wipro Limited**
**Sunil Kalachar**
**General Manager - Global Campus Head**

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Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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solutions pvt. ltd

22nd March 2019

To,
**Samyak Jain**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Samyak,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

You would be located at our office at Ahmedabad. Your date of joining would be not later than 10/06/2019. Your gross annual package (annual cost to the company, all inclusive) would be Rupees 2,04,018/- per annum (Rupees Two Lakh Four Thousand and Eighteen Only). You shall be entitled to benefits as per company rules.

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Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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interactive manpower solutions pvt. ltd

**Samyak Jain**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
| HRA | 50% | 1700 |
| Conveyance | 40% | 1360 |
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| ESIC | 4.75% | 727 |
| Leave Benefit | 11.50% | 391 |
| Gratuity | 4.16% | 141 |
| **Total Benefits (C)** | | **1702** |
| **Performance Incentive** | **As per project** | |
| **CTC (A) + (C)** | | **17002** |
| **CTC p.a.** | - | **204018** |

**Note:**
*Other Allowances include allowances as per company policy and applicable law
*The Net Take Home Salary is subject to changes in statutory rates

*1st six months your salary will be Rs.17,000/- CTC monthly then your salary will be revised to Rs.22,150/- CTC monthly subject to your satisfactory performance and confirmation of services. Also your designation will be changed to Recruiter.



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

ims
interactive manpower
solutions pvt. ltd

22nd March 2019

To,
**Pranshu Ambwani**
Jaipur, Rajasthan

**Sub: Principle letter of offer**

Dear Pranshu,

With reference to your application and subsequent interview you had with us during your College Campus selection in month of  in Poornima Group of Colleges. We are pleased to inform that you are shortlisted to join our organization as Junior Recruiter – ORS US

You would be located at our office at Ahmedabad. Your date of joining would be not later than 10/06/2019. Your gross annual package (annual cost to the company, all inclusive) would be Rupees 2,04,018/- per annum (Rupees Two Lakh Four Thousand and Eighteen Only). You shall be entitled to benefits as per company rules.

In the event of cessation of services within first 30 days of training due to non-satisfactory performance, or due to termination of service for negligence, or for the act of candidate, the Company reserves the right to forfeit all dues/payments/salaries/ and such other emoluments payable to the candidate by the Company for recovery of damages/losses.

Looking forward to having you in our organization.

For, Interactive Manpower Solutions Pvt. Ltd

S/d

Authorized Signatory

This is the computer generated documents hence no signature required. For verification please confirm with HR.



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

ims
interactive manpower solutions pvt. ltd

**Pranshu Ambwani**

| Particulars | | Amt |
|---|---|---|
| Basic | | 3400 |
| HRA | 50% | 1700 |
| Conveyance | 40% | 1360 |
| Medical Allowance | 40% | 1360 |
| Uniform Allowance | 40% | 1360 |
| Children Education Allowance | 20% | 680 |
| Statutory Bonus | 20% | 680 |
| Other Allowance | | 4760 |
| | | |
| **Gross Salary (A)** | | **15300** |
| | | |
| **Deductions :** | | |
| Employee's PF Contribution | 12% | 408 |
| Professional Tax | | 200 |
| Employee's ESIC Contribution | 1.75% | 268 |
| **Total Deductions (B)** | | 876 |
| **Net Take Home (A) - (B)** | | **14424** |
| | | - |
| **Employer Contribution & Benefits** | | - |
| PF | 13.01% | 442 |
| ESIC | 4.75% | 727 |
| Leave Benefit | 11.50% | 391 |
| Gratuity | 4.16% | 141 |
| **Total Benefits (C)** | | **1702** |
| **Performance Incentive** | **As per project** | |
| **CTC (A) + (C)** | | **17002** |
| **CTC p.a.** | - | **204018** |

**Note:**
*Other Allowances include allowances as per company policy and applicable law
*The Net Take Home Salary is subject to changes in statutory rates

*1st six months your salary will be Rs.17,000/- CTC monthly then your salary will be revised to Rs.22,150/- CTC monthly subject to your satisfactory performance and confirmation of services. Also your designation will be changed to Recruiter.



Dr. Mahesh Bundele
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Poornima College of Engineering
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Sitapura, JAIPUR

CAD DESK®
TRAINING•PLACEMENT•SOFTWARE•CONSULTANCY

CAD DASK,
1st Floor, Pink Tower,
Tonk Rd, Opp. Nehru Garden,
Lalkothi, Jaipur, Rajasthan 302015

Date: 09th March 2019

RE: LETTER OF OFFER OF EMPLOYMENT – Design Engineer

Dear Mr. Prakash Kumar Solanki,

Following our recent discussions, we are delighted to offer you the position of **Design Engineer** with Our Organization. CAD DESK is offeringnumerous software training in varied fields (i.e. Mechanical, civil, electrical and management.) and our training is not just focused on theoretical concept but envisage practical aspects as per the current industry requirements . If you join Our Organization, you will become part of a fast-paced and dedicated team that works together to provide our clients with the highest possible level of service and advice.
As a member of Our Organization team, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Our Organization. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.
We are confident you will find this new opportunity both challenging and rewarding. The following points outline the terms and conditions we are proposing.

Title: Design Engineer

Start date: 09/03/2019

Salary: INR 2.00 LPA

Group benefits: Succinctly describe your organization's group benefits plan, including when the new employee will be eligible

Following the initial probationary period, a progression and performance review will be conducted on a quarterly basis to assess performance to-date, and to clarify or modify this arrangement, as the need may arise.

This arrangement may be terminated by either party upon notice in writing to either party with notice that complies with Employment Standards (or Labour Standards) for Your Province

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

HR Head

With the signature below, I accept this offer for employment.

Name

Poornima College of Engineering SITAPURA JAIPUR

Date

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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CAD DASK,
1st Floor, Pink Tower,
Tonk Rd, Opp. Nehru Garden,
Lalkothi, Jaipur, Rajasthan 302015

Date: 09th March 2019

RE: LETTER OF OFFER OF EMPLOYMENT – Design Engineer

Dear Mr. Parth Kamra,

Following our recent discussions, we are delighted to offer you the position of **Design Engineer** with Our Organization. CAD DESK is offeringnumerous software training in varied fields (i.e. Mechanical, civil, electrical and management.) and our training is not just focused on theoretical concept but envisage practical aspects as per the current industry requirements . If you join Our Organization, you will become part of a fast-paced and dedicated team that works together to provide our clients with the highest possible level of service and advice.
As a member of Our Organization team, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Our Organization. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.
We are confident you will find this new opportunity both challenging and rewarding. The following points outline the terms and conditions we are proposing.

Title: Design Engineer

Start date: 09/03/2019

Salary: INR 2.00 LPA

Group benefits: Succinctly describe your organization's group benefits plan, including when the new employee will be eligible

Following the initial probationary period, a progression and performance review will be conducted on a quarterly basis to assess performance to-date, and to clarify or modify this arrangement, as the need may arise.

This arrangement may be terminated by either party upon notice in writing to either party with notice that complies with Employment Standards (or Labour Standards) for Your Province

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,

HR Head

With the signature below, I accept this offer for employment.

Name

Poornima College of Engg. ISI-6, RIICO Institutional Area SITAPURA JAIPUR

Date

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

HRD/3T/18-19/12723345

Mr. Amit Janu,
Candidate ID: 12723345

September 5, 2019

Dear Amit,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

**RICHARD LOBO**
**EVP and Head Human Resources – Infosys Limited**

**INFOSYS LIMITED**
CIN: L85110KA1981PLC013115

44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362

askus@infosys.com
www.infosys.com

Digitally signed by RICHARD LOBO
Date: 2019.09.05 12:12:16 +06:30
Reason: Offer Letter
Location: Bangalore

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

*Company Confidential - This communication is confidential between you and Infosys Limited.*

HRD/3T/18-19/12723345 September 5, 2019

Mr. Amit Janu,
Candidate ID: 12723345

Dear Amit,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

## Joining

Your scheduled date of employment with us will be **November 18, 2019.**

## Location

Your location of training is **Mysore, India**. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.*

## Training Period:

The training program will consist of classroom training and on-the-job training. The duration of the classroom training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and Successful completion of the training.

## Probation and confirmation

You will be on probation for a period of twelve months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.
An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

## Agreement:

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

## Compensation and Benefits

### Salary

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

### Training Performance- linked Incentive

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

### Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year **2018 - 19** will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

### Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company intranet, based on your preferences and income tax plans

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

### National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

### Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 4,00,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.

## Notice period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training / employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three months' notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months' notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

## Background checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India".

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## Other terms and conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation / post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program **2018 -2019.** These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys.

You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure - III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

**RICHARD LOBO**
**EVP and Head Human Resources – Infosys Limited**

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date:_____, 20_____

_____
Sign your name

_____ _____
Print your name Location

**INFOSYS LIMITED**
CIN: L85110KA1981PLC013115

44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362

askus@infosys.com
www.infosys.com

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## ANNEXURE - I
## (Compensation during the Training Period)

| COMPENSATION DETAILS (All figures in INR. per month) | |
|---|---|
| NAME | **Mr. Amit Janu** |
| ROLE | **Systems Engineer** |
| ROLE DESIGNATION | **Systems Engineer Trainee** |

| **1. MONTHLY COMPONENTS** | |
|---|---|
| BASIC SALARY | 15,000 |
| BASKET OF ALLOWANCES | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | 2,850 |
| MONTHLY GROSS SALARY | **22,328** |

| **2. ANNUAL COMPONENT** | |
|---|---|
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | 150 |

| **3. RETIRAL BENEFITS** | |
|---|---|
| PROVIDENT FUND - 12% of Basic Salary | 1,800 |
| GRATUITY - 4.81% of Basic Salary | 722 |
| **FIXED GROSS SALARY (1+2+3)** | **25,000** |
| **TOTAL GROSS SALARY** | **25,000** |

**OTHER BENEFITS**

| Scheme | Eligible Amount in INR. | Interest | Monthly Instalments | Margin Money (To be borne by the employee) |
|---|---|---|---|---|
| **SALARY LOAN (subject to submission of Trainee Agreement)** | 12,000 (Without Security) | Nil | 12 | Nil |

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.

* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## ANNEXURE- II
## (Compensation post Unit allocation)

| COMPENSATION DETAILS (All figures in INR. per month) | |
|---|---|
| NAME | **Mr. Amit Janu** |
| ROLE | **Systems Engineer** |
| ROLE DESIGNATION | **Systems Engineer Trainee** |

| **1. MONTHLY COMPONENTS** | |
|---|---|
| BASIC SALARY | 15,000 |
| BASKET OF ALLOWANCES | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | 2,850 |
| MONTHLY GROSS SALARY | **22,328** |

| **2. ANNUAL COMPONENT** | |
|---|---|
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | 150 |

| **3. RETIRAL BENEFITS** | |
|---|---|
| PROVIDENT FUND - 12% of Basic Salary | 1,800 |
| GRATUITY - 4.81% of Basic Salary | 722 |
| **FIXED GROSS SALARY (FGS) (1+2+3)** | **25,000** |

| **4. INCENTIVE COMPONENTS** | **At an indicative Payout of 5%** | **At an indicative Payout of 10%** | **At an indicative Payout of 20%** |
|---|---|---|---|
| **TRAINING PERFORMANCE LINKED INCENTIVE (TPI)** | **1,250** | **2,500** | **5,000** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)** | | | **26,250** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)** | | | **27,500** |
| **TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)** | | | **30,000** |

**OTHER BENEFITS**

| **Scheme** | **Eligible Amount in INR.** | **Interest** | **Monthly Instalments** | **Margin Money (To be borne by the employee)** |
|---|---|---|---|---|
| **SALARY LOAN (subject to submission of Trainee Agreement)** | 12,000 (Without Security) | Nil | 12 | Nil |

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.

* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

**Gram Power (India) Pvt. Ltd.**
**Ph: +91-141-2358178**
**Email: info@grampower.com**
**Website:** www.grampower.com

**Abhinav Kumar,**

**Date: 06th March 2019**

**General Terms and Conditions**

1. Your appointment is subject to your being declared medically fit by the authorized medical practitioner.
2. You shall not disclose to any third person, firm or company, trade secrets or confidential information of the company and shall keep complete secrecy of all such matters known to you as regards the company's business matters and such information should not be used by you for any trade, business or commercial purpose, whether during the employment or after cessation of the employment with this company.
3. You confirm, by accepting this appointment letter that you are not bound by any other contractual arrangement that in any way prevents you to perform your services and be full time employed at Gram Power.
4. You will not undertake any other form of employment, part time or full time, while you are employed at Gram Power, unless you have taken explicit written permission from the management to do so.
5. In case of leaving services of this organization by way of resignation or otherwise, you will follow the exit policy laid out by Gram Power. You will return all the assets and property of the organization such as ID card, mobile, attendance card, laptop etc. that the Company will give you in connection with your services, failing which the cost of the assets issued to you, will be recovered from full & final payment of your dues or by way of other legal process.
6. You agree that terms and conditions of your employment as contained in this appointment letter, and any other agreement that you sign with the Company shall together form part of the terms and conditions of your employment and are together referred to as "Agreement" here as in above.
7. Since you will join as a core member of Gram Power's technical team, you hereby undertake that you will not directly or indirectly, whether through partnership or as a shareholder, joint venture partner, collaborator, employee, consultant or agent or in any other manner whatsoever, whether for profit or otherwise carry on any business, which competes directly or indirectly with the whole or any part of the services rendered or business done by the company for a period of 2 years after ceasing to be engaged in the services of the Company. You hereby agree that looking at the nature of the business and concerned trade practices, period of 2 years is a 'reasonable restriction period'.
8. You hereby undertake and agree that during the course of your employment with the Company and post termination of your services or your leaving the services of the company for any reason whatsoever, you shall not lure/solicit any current or future employees working for the Company into leaving the services of the Company and joining you or any of the Company's Competitors for a period of 2 years after ceasing to be engaged in the services of the Company.
9. By signing this agreement, you agree to follow all of Gram Power policies relating to the Code of Conduct, Leave and Holiday, Referral, Exit, Relocation, Travel and Fringe Benefits.



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

**Gram Power (India) Pvt. Ltd.**
**Ph: +91-141-2358178**
**Email: info@grampower.com**
**Website:** www.grampower.com

**Notice Period**

If your appointment initially is on probation, then during the probation period you cannot leave the services without serving a notice period of 3 months but the Company can terminate your services for non-performance without serving any notice period or giving any notice pay in lieu thereof.

After confirmation, a minimum of 3 months' notice period will be required from the time that you submit your resignation to the Company or the Company terminates your appointment. However, please note that it is expected that there is a proper handover of documentation and knowledge transfer so that the project does not suffer and progresses successfully.

**Termination and Retirement**

We hope that your employment with us will be a fulfilling and happy one. Our company believes in providing a challenging environment with plenty of learning opportunities. Having said that, each employee's contribution is significant to our success and growth and hence we expect that you will bring in zeal and resourcefulness in exceeding expectations. Our organization is also a harbinger of fantastic technology which is crucial to our existence.

Considering these factors, we take a breach of the contract very seriously. We support our people in greatly enhancing their performance and provide training accordingly. However if an employee is unable to meet our performance expectations, after having many reviews, we will consider termination so as to protect the interests of the team and the company. If an employee commits a breach of trust; this is a serious matter and legal action will be taken accordingly. The following terms and conditions are laid down keeping the above factors in mind. We thank you for your understanding:

1. In the event of your committing breach of any of the terms and conditions of this appointment letter or Agreement, Company may at its sole discretion terminate your services with immediate effect without serving any notice or providing any notice pay in lieu thereof and withhold any amount due to you while also reserving all rights to take necessary legal action.
2. Company also reserves its right to terminate your services and take legal action if at any time during the course of your employment with the Company you are found to have commit misconduct, or indulged in any fraud, malfunctioning, theft or any other such activities.
3. You agree that in case of unauthorized absence or absence without permission beyond seven days, you will lose your lien of your services.
4. Period of retirement - You will retire from the services of the company on attaining the age of 58 (fifty eight) years.

In addition to the above and not prejudicial to any terms and conditions mentioned as hereinabove, by countersigning this letter you agree and bind yourself to other agreements and/or policies of the company, including but not restricted to the ones mentioned below and other



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Director
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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

**Gram Power (India) Pvt. Ltd.**
**Ph: +91-141-2358178**
**Email: info@grampower.com**
**Website:** www.grampower.com

agreements/undertakings/declarations/bonds/sureties/documents that you may execute in future during the course of your employment and for a period thereafter as mentioned hereinabove.

You agree to abide by:

1. Code of Conduct
2. Exit policy
3. Fringe Benefits policy
4. Leave and Holiday Policy
5. Referral policy
6. Relocation Policy
7. Travel Policy

Please sign all the pages of this letter in token of your acceptance of the above terms and conditions.

Sincerely yours,

**For Gram Power (India) Pvt. Ltd.**
**Head of Human Resources**

Shreya Khaitan

**Shreya Khaitan**

**I accept the above terms and conditions.**

**Signature (Abhinav Kumar)**



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**Abhishek Rathi,**

**Date: 06th March 2019**

**General Terms and Conditions**

1. Your appointment is subject to your being declared medically fit by the authorized medical practitioner.
2. You shall not disclose to any third person, firm or company, trade secrets or confidential information of the company and shall keep complete secrecy of all such matters known to you as regards the company's business matters and such information should not be used by you for any trade, business or commercial purpose, whether during the employment or after cessation of the employment with this company.
3. You confirm, by accepting this appointment letter that you are not bound by any other contractual arrangement that in any way prevents you to perform your services and be full time employed at Gram Power.
4. You will not undertake any other form of employment, part time or full time, while you are employed at Gram Power, unless you have taken explicit written permission from the management to do so.
5. In case of leaving services of this organization by way of resignation or otherwise, you will follow the exit policy laid out by Gram Power. You will return all the assets and property of the organization such as ID card, mobile, attendance card, laptop etc. that the Company will give you in connection with your services, failing which the cost of the assets issued to you, will be recovered from full & final payment of your dues or by way of other legal process.
6. You agree that terms and conditions of your employment as contained in this appointment letter, and any other agreement that you sign with the Company shall together form part of the terms and conditions of your employment and are together referred to as "Agreement" here as in above.
7. Since you will join as a core member of Gram Power's technical team, you hereby undertake that you will not directly or indirectly, whether through partnership or as a shareholder, joint venture partner, collaborator, employee, consultant or agent or in any other manner whatsoever, whether for profit or otherwise carry on any business, which competes directly or indirectly with the whole or any part of the services rendered or business done by the company for a period of 2 years after ceasing to be engaged in the services of the Company. You hereby agree that looking at the nature of the business and concerned trade practices, period of 2 years is a 'reasonable restriction period'.
8. You hereby undertake and agree that during the course of your employment with the Company and post termination of your services or your leaving the services of the company for any reason whatsoever, you shall not lure/solicit any current or future employees working for the Company into leaving the services of the Company and joining you or any of the Company's Competitors for a period of 2 years after ceasing to be engaged in the services of the Company.
9. By signing this agreement, you agree to follow all of Gram Power policies relating to the Code of Conduct, Leave and Holiday, Referral, Exit, Relocation, Travel and Fringe Benefits.



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**Notice Period**

If your appointment initially is on probation, then during the probation period you cannot leave the services without serving a notice period of 3 months but the Company can terminate your services for non-performance without serving any notice period or giving any notice pay in lieu thereof.

After confirmation, a minimum of 3 months' notice period will be required from the time that you submit your resignation to the Company or the Company terminates your appointment. However, please note that it is expected that there is a proper handover of documentation and knowledge transfer so that the project does not suffer and progresses successfully.

**Termination and Retirement**

We hope that your employment with us will be a fulfilling and happy one. Our company believes in providing a challenging environment with plenty of learning opportunities. Having said that, each employee's contribution is significant to our success and growth and hence we expect that you will bring in zeal and resourcefulness in exceeding expectations. Our organization is also a harbinger of fantastic technology which is crucial to our existence.

Considering these factors, we take a breach of the contract very seriously. We support our people in greatly enhancing their performance and provide training accordingly. However if an employee is unable to meet our performance expectations, after having many reviews, we will consider termination so as to protect the interests of the team and the company. If an employee commits a breach of trust; this is a serious matter and legal action will be taken accordingly. The following terms and conditions are laid down keeping the above factors in mind. We thank you for your understanding:

1. In the event of your committing breach of any of the terms and conditions of this appointment letter or Agreement, Company may at its sole discretion terminate your services with immediate effect without serving any notice or providing any notice pay in lieu thereof and withhold any amount due to you while also reserving all rights to take necessary legal action.
2. Company also reserves its right to terminate your services and take legal action if at any time during the course of your employment with the Company you are found to have commit misconduct, or indulged in any fraud, malfunctioning, theft or any other such activities.
3. You agree that in case of unauthorized absence or absence without permission beyond seven days, you will lose your lien of your services.
4. Period of retirement - You will retire from the services of the company on attaining the age of 58 (fifty eight) years.

In addition to the above and not prejudicial to any terms and conditions mentioned as hereinabove, by countersigning this letter you agree and bind yourself to other agreements and/or policies of the company, including but not restricted to the ones mentioned below and other



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agreements/undertakings/declarations/bonds/sureties/documents that you may execute in future during the course of your employment and for a period thereafter as mentioned hereinabove.

You agree to abide by:

1. Code of Conduct
2. Exit policy
3. Fringe Benefits policy
4. Leave and Holiday Policy
5. Referral policy
6. Relocation Policy
7. Travel Policy

Please sign all the pages of this letter in token of your acceptance of the above terms and conditions.

Sincerely yours,

**For Gram Power (India) Pvt. Ltd.**
**Head of Human Resources**

Shreya Khaitan

**Shreya Khaitan**

**I accept the above terms and conditions.**

**Signature (Abhishek Rathi)**



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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

# EMPLOYMENT OFFER LETTER

Capgemini Ref: 2578521 /345801

09/16/2019,

Abhinav SharmaD-104,
Shanta Nagar, Bikaner,
Rajasthan,
India

Confidential

Dear Abhinav Sharma

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Capgemini Technology Services India Limited ('Capgemini' or 'Company') starting from 09/19/2019 (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be Analyst/A4

B) You will be required to work at the Company's offices in location Pune

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be INR 300,003.00 (Rupees Three Lakh and Three only). Please refer Annexure-A for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 380,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only). Please refer Annexure -B for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Candidate ID: 2564466 /346030,

Date of Joining: 09/19/2019,

Joining Location: Chennai-PCT,

Designation: Analyst,

**Dear Arpit Garg,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

| | |
|---|---|
| 1. | Welcome Address |
| 2. | Verification of master data sheet, which contains your detailed information. |
| 3. | Verification of joining documents* |
| 4. | Receipt of employee handbook and visitor-cum-bus pass |
| 5. | Submission of signed documents |
| 6. | Receipt of hard copy of offer letter |
| 7. | ID cum access card formalities |
| 8. | Bank account opening formalities |
| 9. | Meeting the buddy |

Please report by 8:30 am at Chennai-PCT office, for joining formalities as per the address mentioned below:

## Address

B-45 & B-46, SIPCOT IT Park,
Old Mahabalipuram Road, Siruseri, Chennai – 603103, India

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Sitapura, JAIPUR

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

| | |
|---|---|
| 1. | Hard copy / email copy of Capgemini offer letter shared with you |
| 2. | Employment Documents:<br><br>**Current Employment( Immediate Previous)**<br>a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)<br>b) Payslips for last 3 months<br>c) Form 16<br>d) Salary Account 6 months Bank Statement<br>e) Letter of appointment/Offer letter from employer which captures start date<br><br>**Previous Employment**<br>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day |
| 3. | **Education Documents**<br>a) 10 Marksheet and certificate.<br>b) 12th marksheet and Certificate.<br>c) Graduation Marksheets and certificate/Diploma certificate.<br>d) Post-Graduation Marksheets and degree certificate(If applicable)<br>e) Any other relevant certificate |
| 4. | **Proof of identity/ Address**<br>a) PAN Card<br>b) AADHAR Card<br>c) Passport<br>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs<br>i) Voters Id<br>ii) Driving License<br>iii) Ration card<br>iv) Electricity Bills<br>v) Gas card<br>vi) Notarized Self Affidavit |
| 5. | Passport size photographs(6 nos) |
| 6. | **Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)**<br>a) Form 16/Form 26AS<br>b) Bank statement for 6 months<br>c) Shop License |
| 7. | Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory |
| 8. | Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory. |

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Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR
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# EMPLOYMENT OFFER LETTER

Capgemini Ref: 2564466 /346030,

09/05/2019,

Arpit Garg
Rajasthan ,
India

## Confidential

**Dear Arpit Garg,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **09/19/2019** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Chennai-PCT**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,003 (Rupees Three Lakhs and three only).** Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only**). Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



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# Annexure - A

**Arpit Garg**

**Analyst**

Total Cost to Company (CTC). **Rs.300,003.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs 10,000.00 | Rs 120,000.00 |
| House Rent Allowance | Rs. 4,138.00 | Rs 49,656.00 |
| Other Reimbursements & Allowances# | - | - |
| Personal Allowance | Rs. 5,000.00 | Rs. 60,000.00 |
| Advance Statutory Bonus | Rs. 2,980.00 | Rs. 35,760.00 |
| **Gross monthly salary** | **Rs.22,118.00** | **Rs. 265,416.00** |
| | | |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.481.00 | Rs.5,772.00 |
| | | |
| **Total Fixed Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Total Cash Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs. 7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs. 300,003.00** |



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## Annexure - B

**Arpit Garg**

**Analyst**

Total Cost to Company (CTC).

**Rs.380,007.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs.10,870.00 | Rs.130,440.00 |
| House Rent Allowance | Rs.5,435.00 | Rs.65,220.00 |
| Other Reimbursements & Allowances# | Rs.5,328.00 | Rs.63,936.00 |
| Personal Allowance | Rs.4,130.00 | Rs.49,560.00 |
| Advanced Statutory Bonus | Rs.2,980.00 | Rs.35,760.00 |
| | | |
| **Gross monthly salary** | **Rs.28,743.00** | **Rs.344,916.00** |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.523.00 | Rs.6,276.00 |
| | | |
| **Total Fixed Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Total Cash Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs.7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs.380,007.00** |



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# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

| Other Allowance & Reimbursements | Annualized |
|---|---|
| Telephone | 19,800.00 |
| LTA | 60,000.00 |
| Meal Coupons | 24,000.00 |
| Vehicle Reimbursement | 21,600.00 |

**Notes:**

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However,Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.

** This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.



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D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.



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F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-September-2019, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

      b.You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately



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without any further obligation or liability upon the Company.

c.As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.
You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. You have achieved minimum 60% aggregate in all semesters of your graduation.

k. You submit the following mandatory documents before the date of joining..

1. Highest Degree/Provisional Certificate and Final year Mark sheet.

2.In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.

l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com



Dr. Mahesh Bundele
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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Jaideep Chavan
Head - Talent Acquisition & Resourcing

## Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Arpit Garg

Date: 09/05/2019

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# EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

## 1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

## 2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

## 3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.



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## 4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

## 5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.



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5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

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5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.



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6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

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6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'** ) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,



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such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## 8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.



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8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## 9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.



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c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## 10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## 11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.



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11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



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## CONSENT LETTER

### For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Candidate ID: 2564466 /346031,

Date of Joining: 09/19/2019,

Joining Location: Chennai-PCT,

Designation: Analyst,

**Dear Bhumika,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

| | |
|---|---|
| 1. | Welcome Address |
| 2. | Verification of master data sheet, which contains your detailed information. |
| 3. | Verification of joining documents* |
| 4. | Receipt of employee handbook and visitor-cum-bus pass |
| 5. | Submission of signed documents |
| 6. | Receipt of hard copy of offer letter |
| 7. | ID cum access card formalities |
| 8. | Bank account opening formalities |
| 9. | Meeting the buddy |

Please report by 8:30 am at Chennai-PCT office, for joining formalities as per the address mentioned below:

Address

B-45 & B-46, SIPCOT IT Park,
Old Mahabalipuram Road, Siruseri, Chennai – 603103, India



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Please carry a complete set of original and photocopied documents (2 sets) as specified below.

| | |
|---|---|
| 1. | Hard copy / email copy of Capgemini offer letter shared with you |
| 2. | Employment Documents:<br><br>**Current Employment( Immediate Previous)**<br>a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)<br>b) Payslips for last 3 months<br>c) Form 16<br>d) Salary Account 6 months Bank Statement<br>e) Letter of appointment/Offer letter from employer which captures start date<br><br>**Previous Employment**<br>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day |
| 3. | **Education Documents**<br>a) 10 Marksheet and certificate.<br>b) 12th marksheet and Certificate.<br>c) Graduation Marksheets and certificate/Diploma certificate.<br>d) Post-Graduation Marksheets and degree certificate(If applicable)<br>e) Any other relevant certificate |
| 4. | **Proof of identity/ Address**<br>a) PAN Card<br>b) AADHAR Card<br>c) Passport<br>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs<br>i) Voters Id<br>ii) Driving License<br>iii) Ration card<br>iv) Electricity Bills<br>v) Gas card<br>vi) Notarized Self Affidavit |
| 5. | Passport size photographs(6 nos) |
| 6. | **Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)**<br>a) Form 16/Form 26AS<br>b) Bank statement for 6 months<br>c) Shop License |
| 7. | Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory |
| 8. | Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory. |

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Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR
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# EMPLOYMENT OFFER LETTER

Capgemini Ref: 2564466 /346031,

09/05/2019,

Bhumika
Rajasthan ,
India

## Confidential

**Dear Bhumika,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **09/19/2019** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Chennai-PCT**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,003 (Rupees Three Lakhs and three only).** Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only**). Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



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# Annexure - A

**Bhumika,**

**Analyst**

Total Cost to Company (CTC). **Rs.300,003.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs 10,000.00 | Rs 120,000.00 |
| House Rent Allowance | Rs. 4,138.00 | Rs 49,656.00 |
| Other Reimbursements & Allowances# | - | - |
| Personal Allowance | Rs. 5,000.00 | Rs. 60,000.00 |
| Advance Statutory Bonus | Rs. 2,980.00 | Rs. 35,760.00 |
| **Gross monthly salary** | **Rs.22,118.00** | **Rs. 265,416.00** |
| | | |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.481.00 | Rs.5,772.00 |
| | | |
| **Total Fixed Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Total Cash Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs. 7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs. 300,003.00** |



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## Annexure - B

**Bhumika,**

**Analyst**

Total Cost to Company (CTC).

**Rs.380,007.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs.10,870.00 | Rs.130,440.00 |
| House Rent Allowance | Rs.5,435.00 | Rs.65,220.00 |
| Other Reimbursements & Allowances# | Rs.5,328.00 | Rs.63,936.00 |
| Personal Allowance | Rs.4,130.00 | Rs.49,560.00 |
| Advanced Statutory Bonus | Rs.2,980.00 | Rs.35,760.00 |
| | | |
| **Gross monthly salary** | **Rs.28,743.00** | **Rs.344,916.00** |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.523.00 | Rs.6,276.00 |
| | | |
| **Total Fixed Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Total Cash Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs.7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs.380,007.00** |



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# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

| Other Allowance & Reimbursements | Annualized |
|---|---|
| Telephone | 19,800.00 |
| LTA | 60,000.00 |
| Meal Coupons | 24,000.00 |
| Vehicle Reimbursement | 21,600.00 |

**Notes:**

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However,Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.

** This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.



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D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.



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F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-September-2019, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

      b.You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately



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without any further obligation or liability upon the Company.

c.As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.
You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. You have achieved minimum 60% aggregate in all semesters of your graduation.

k. You submit the following mandatory documents before the date of joining..

1. Highest Degree/Provisional Certificate and Final year Mark sheet.

2.In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.

l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com



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You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Jaideep Chavan
Head - Talent Acquisition & Resourcing

## Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Bhumika

Date: 09/05/2019

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

# EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

## 1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

## 2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

## 3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.



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## 4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

## 5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.



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5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

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5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.



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6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

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6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'** ) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,



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such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## 8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.



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8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## 9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.



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c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## 10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## 11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.



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11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



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## CONSENT LETTER

### For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Candidate ID: 2564466 /346032,

Date of Joining: 09/19/2019,

Joining Location: Chennai-PCT,

Designation: Analyst,

**Dear Chanchal Pahuja,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

| | |
|---|---|
| 1. | Welcome Address |
| 2. | Verification of master data sheet, which contains your detailed information. |
| 3. | Verification of joining documents* |
| 4. | Receipt of employee handbook and visitor-cum-bus pass |
| 5. | Submission of signed documents |
| 6. | Receipt of hard copy of offer letter |
| 7. | ID cum access card formalities |
| 8. | Bank account opening formalities |
| 9. | Meeting the buddy |

Please report by 8:30 am at Chennai-PCT office, for joining formalities as per the address mentioned below:

## Address

B-45 & B-46, SIPCOT IT Park,
Old Mahabalipuram Road, Siruseri, Chennai – 603103, India



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Please carry a complete set of original and photocopied documents (2 sets) as specified below.

| | |
|---|---|
| 1. | Hard copy / email copy of Capgemini offer letter shared with you |
| 2. | Employment Documents:<br><br>**Current Employment( Immediate Previous)**<br>a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)<br>b) Payslips for last 3 months<br>c) Form 16<br>d) Salary Account 6 months Bank Statement<br>e) Letter of appointment/Offer letter from employer which captures start date<br><br>**Previous Employment**<br>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day |
| 3. | **Education Documents**<br>a) 10 Marksheet and certificate.<br>b) 12th marksheet and Certificate.<br>c) Graduation Marksheets and certificate/Diploma certificate.<br>d) Post-Graduation Marksheets and degree certificate(If applicable)<br>e) Any other relevant certificate |
| 4. | **Proof of identity/ Address**<br>a) PAN Card<br>b) AADHAR Card<br>c) Passport<br>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs<br>i) Voters Id<br>ii) Driving License<br>iii) Ration card<br>iv) Electricity Bills<br>v) Gas card<br>vi) Notarized Self Affidavit |
| 5. | Passport size photographs(6 nos) |
| 6. | **Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)**<br>a) Form 16/Form 26AS<br>b) Bank statement for 6 months<br>c) Shop License |
| 7. | Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory |
| 8. | Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory. |

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Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR
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# EMPLOYMENT OFFER LETTER

Capgemini Ref: 2564466 /346032,

09/05/2019,

Chanchal Pahuja
Rajasthan , India

## Confidential

**Dear Chanchal Pahuja,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** (**'Capgemini'** or **'Company'**) starting from **09/19/2019** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Chennai-PCT**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,003 (Rupees Three Lakhs and three only).** Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only**). Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:



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# Annexure - A

**Chanchal Pahuja,**

**Analyst**

Total Cost to Company (CTC). **Rs.300,003.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs 10,000.00 | Rs 120,000.00 |
| House Rent Allowance | Rs. 4,138.00 | Rs 49,656.00 |
| Other Reimbursements & Allowances# | - | - |
| Personal Allowance | Rs. 5,000.00 | Rs. 60,000.00 |
| Advance Statutory Bonus | Rs. 2,980.00 | Rs. 35,760.00 |
| **Gross monthly salary** | **Rs.22,118.00** | **Rs. 265,416.00** |
| | | |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.481.00 | Rs.5,772.00 |
| | | |
| **Total Fixed Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Total Cash Compensation** | **Rs.24,399.00** | **Rs.292,788.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs. 7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs. 300,003.00** |



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## Annexure - B

**Chanchal Pahuja,**

**Analyst**

Total Cost to Company (CTC).

**Rs.380,007.00**

| **Monthly Components** | **Per Month** | **Annualized** |
|---|---|---|
| Basic | Rs.10,870.00 | Rs.130,440.00 |
| House Rent Allowance | Rs.5,435.00 | Rs.65,220.00 |
| Other Reimbursements & Allowances# | Rs.5,328.00 | Rs.63,936.00 |
| Personal Allowance | Rs.4,130.00 | Rs.49,560.00 |
| Advanced Statutory Bonus | Rs.2,980.00 | Rs.35,760.00 |
| | | |
| **Gross monthly salary** | **Rs.28,743.00** | **Rs.344,916.00** |
| **Statutory payments ++** | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.523.00 | Rs.6,276.00 |
| | | |
| **Total Fixed Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Total Cash Compensation** | **Rs. 31,066.00** | **Rs.372,792.00** |
| **Benefits** | | |
| Medical, Accident & Life Insurance Premium | | Rs.7,215.00 |
| Capgemini contribution to ESI | Rs.0.00 | - |
| **Total Cost to Company** | | **Rs.380,007.00** |



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# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

| Other Allowance & Reimbursements | Annualized |
|---|---|
| Telephone | 19,800.00 |
| LTA | 60,000.00 |
| Meal Coupons | 24,000.00 |
| Vehicle Reimbursement | 21,600.00 |

**Notes:**

1. The payroll processing will be as per Company policy notified from time to time.

2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.

3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.

5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.

++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes /modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However,Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

++ Employee's contribution towards PF and ESI will be made from the monthly salary. If employee moves out of ESI coverage on account of his/her salary crossing the defined threshold, deduction of employer and employee's contribution would continue up to the ESI contribution cycle defined by law.

** This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.



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D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.

3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.

4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.

5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.



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F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

   a. You will submit relevant documents as mandated by the Company;

   b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;

   c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

   d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

   e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

   f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);

   g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and

   h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

   i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

      a.You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-September-2019, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

      b.You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately



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without any further obligation or liability upon the Company.

c.As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.
You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. You have achieved minimum 60% aggregate in all semesters of your graduation.

k. You submit the following mandatory documents before the date of joining..

1. Highest Degree/Provisional Certificate and Final year Mark sheet.

2.In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.

l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com



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You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Jaideep Chavan
Head - Talent Acquisition & Resourcing

## Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

_____

Name: Chanchal

Date: 09/05/2019

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
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# EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

## 1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited (**"Capgemini"** or **"Company"**) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

a) one location to another; or

b) one team/department/account/function/Business Unit to another; or

c) one project/job to another; or

d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

## 2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

## 3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.



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## 4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

## 5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;

b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and

d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.



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5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

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Director
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Sitapura, JAIPUR

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

a.) you are legally permitted to reside and be employed in India;

b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;

c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;

e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.



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6.4 You agree and confirm that, you will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;

c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

a) was in your possession before receiving the same from the Company pursuant to this Letter;

b) is or becomes a matter of public knowledge through no fault of yours; or

c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

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6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'** ) that:

a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;

b) results from tasks assigned to you by the Company; or

c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,



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such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively **'Moral Rights'**). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## 8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.



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8.3 During you employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## 9. RETIREMENT/TERMINATION:

a.) Retirement

(i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

(i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

(ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).

(iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii)misconduct by you as provided under the labour laws and/or in the Company policies.

(iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.

(v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.



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c.) Effects of Cessation of Employment

(i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.

(ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

(iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## 10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## 11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.



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11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



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## CONSENT LETTER

### For use of Personal Information & Sensitive Personal Data or Information

I,_____ _____residing at _____ _____ _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the"Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1.That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
b) payroll processing agencies for processing my payroll (including reimbursement claims),
c) law enforcement agencies,
d) to comply with a judicial/quasi judicial order,
e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
f) insurance companies for the purpose of group insurance, personal accident insurance etc.
g) service providers providing services for biometric access to office premises for monitoring attendance.
h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

a.) affiliates of the Company for administrative purposes and/or audit;
b.) clients/prospects in relation to any staff augmentation assignments.

3.That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4.That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6.I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:



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Sitapura, JAIPUR

Capgemini

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

**Date: December 06, 2018**

**Ref No: HR/Campus/LO201942733/1**

**Deepanshu Rawat**
**Poornima College of Engineering**

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

Dear Deepanshu Rawat,

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

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

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

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

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

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

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

Poornima College of Engg. SITAPURA JAIPUR

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**ANNEXURE 1**

**Deepanshu Rawat**

**Analyst and A4**

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only). Subsequcnt to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only).** Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

**For & On Behalf of Capgemini**

**Puneet Kumra**
**Head - Talent Acquisition & Resourcing**

**Signature:** _____

**Candidate Name: Deepanshu Rawat**

**Date:** _____

Poornima College of Engg. ISI-6, RIICO Institutional Area SITAPURA JAIPUR



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Director
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Sitapura, JAIPUR

## EMPLOYMENT OFFER LETTER

Capgemini Ref: 2578521 /345802,

09/16/2019,

Dinesh Kumar
H.No.
223,Bhartendun
agar, Khatipura,
Vaishali
Nagar,Jaipur,
Rajasthan, India

Confidential

Dear Dinesh Kumar,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Capgemini Technology Services India Limited ('Capgemini' or 'Company') starting from 09/19/2019 (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be Analyst/A4

B) You will be required to work at the Company's offices in location Pune

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be INR 300,003.00 (Rupees Three Lakh and Three only). Please refer Annexure-A for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 360,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only). Please refer Annexure -B for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Poornima College of Engg. ISI-6, RIICO Institutional Area SITAPURA JAIPUR



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## EMPLOYMENT OFFER LETTER

Capgemini Ref: 2578521 /345927,

09/16/2019,

Harshita Gautam
1-dha-26, dadabari,kota,
Kota ,Rajasthan,
India

Confidential

Dear Harshita Gautam,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Capgemini Technology Services India Limited ('Capgemini' or 'Company') starting from 09/19/2019 (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be Analyst/A4

B) You will be required to work at the Company's offices in location Pune

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be INR 300,003.00 (Rupees Three Lakh and Three only). Please refer Annexure-A for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 380,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only). Please refer Annexure -B for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Poornima College of Engg. * ISI-6, RIICO Institutional Area * SITAPURA JAIPUR



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

# EMPLOYMENT OFFER LETTER

Capgemini Ref: 2578521 /345816,

09/16/2019,

Himanshu Kumar Sharma
4, Maharana Pratap
Nagar,Aligarh,Uttar
Pradesh, India

Confidential

Dear Himanshu Kumar Sharma,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Capgemini Technology Services India Limited ('Capgemini' or 'Company') starting from 09/19/2019 (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Pune**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be INR 300,003.00 (Rupees Three Lakh and Three only). Please refer Annexure-A for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 360,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only). Please refer Annexure -B for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Poornima College of Engineering ISI-6, RIICO Institutional Area SITAPURA JAIPUR



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

# EMPLOYMENT OFFER LETTER

Capgemini Ref: 2155695 /310330,

06/04/2019,

Jagrati Katariya
72-A, Jawahar nagar, Near city railway station,,Udaipur,
Udaipur,
India

## Confidential

Dear Jagrati Katariya,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Capgemini Technology Services India Limited ('Capgemini' or 'Company') starting from 06/12/2019 (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be Analyst/A4

B) You will be required to work at the Company's offices in location Mumbai

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be INR 300,003 (Rupees Three Lakhs and three only). Please refer Annexure-A for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 360,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only). Please refer Annexure -B for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:






Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## EMPLOYMENT OFFER LETTER

Capgemini Ref: 2578521 /345803,

09/16/2019,

Kapila Jain,
R.K.Tedars,
Ajmer
Road,Malpura,
Tonk,Rajasthan,
India

Confidential

Dear Kapila Jain,,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Capgemini Technology Services India Limited ('Capgemini' or 'Company') starting from 09/19/2019 (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be Analyst/A4

B) You will be required to work at the Company's offices in location Pune

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be INR 300,003.00 (Rupees Three Lakh and Three only). Please refer Annexure-A for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 360,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only). Please refer Annexure -B for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Poornima College of Engg. SITAPURA JAIPUR ISI-6, RIICO Institutional Area



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## EMPLOYMENT OFFER LETTER

Capgemini Ref: 2578521 /345804,

09/16/2019,

Mohammad Junaid Khan
H-4, Narayan Nagar,
Near Water Works,
Narayan Nagar,
Mandsaur, Madhya
Pradesh,
India

Confidential

Dear Mohammad Junaid Khan,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Capgemini Technology Services India Limited ('Capgemini' or 'Company') starting from 09/19/2019 (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be Analyst/A4

B) You will be required to work at the Company's offices in location Pune

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be INR 300,003.00 (Rupees Three Lakh and Three only). Please refer Annexure-A for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 360,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only). Please refer Annexure -B for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Poornima College of Engg. SITAPURA JAIPUR ISI-6, RIICO Institutional Area



Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

## EMPLOYMENT OFFER LETTER

Capgemini Ref: 2578290 /346561,

09/11/2019,

Naman Singhal
ward no.6,holi khul, suket,
Rajasthan,
India

Confidential

Dear Naman Singhal,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini' or 'Company') starting from 09/19/2019 (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Pune**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,003 (Rupees Three Lakhs and three only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 360,007.00 (Rupees Three Lakhs Eighty Thousand and Seven only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Poornima College of Engg. * ISI-6, RIICO Institutional Area * SITAPURA JAIPUR



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B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR