ATCS
Advanced Technology Consulting Service

Plot No. IT-A-014-A at Multi-Product SEZ of M/s Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302033
Tele: +91-9116615391-94
www.atcs.com

Aman Gahlot,

Jaipur

22nd June 2021

Dear Aman,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

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

Name **Signature** **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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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Aman Gahlot**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 37,172.85
Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	**₹ 19,560**
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the 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 bonus 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

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Aniket Vijayvargia,

Jaipur

22nd June 2021

Dear Aniket,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
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5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

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

Name **Signature** **Date**

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ATCS
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Plot No. IT-A-014-A at Multi-Product SEZ of M/s Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302033
Tele: +91-9116615391-94
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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Aniket Vijayvargiya**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 37,172.85
Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	**₹ 19,560**
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **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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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the 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 bonus 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

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Anish Rajora,

Jaipur

22nd June 2021

Dear Anish,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

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

Name **Signature** **Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Anish Rajora**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
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Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
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**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the 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 bonus 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

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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eInfochips Private Limited

Registered Office: 11 A/B, Chandra Colony,
Behind Cargo Motors, Off. C.G. Road,
Ellisbridge, Ahmedabad-380 006. India.
Phone Number: +91-79-2656 3705, Fax Number: +91-79-2656 0722
Website: www.einfochips.com
CIN: U72200GJ1988PLC010830

22-January-2021

Anjana Meena -Poornima College of Engineering

(2017pcecivanjana.meena@poornima.org)

LETTER OF INTENT

Congratulations!

You are successfully qualified in the assessment process of eInfochips. We are happy to inform you that we extend an offer to you to join eInfochips as "**Project Trainee**" for the duration of 6 months. Post successful training, you will be hired as **Engineer** in the PES Business Unit based at **Ahmedabad**.

The following are the details of your service terms with eInfochips:

1. Designation: **Engineer (Grade – 9)**
2. Your initial training location shall be at Ahmedabad; however, your training or the work location can be any of the eInfochips branches right from your start date or in the future**.**
3. You will be entitled to an annual salary of **₹3,60,000 (**INR. Three Lac Sixty Thousand Only) after successful completion of your training period. Please note, the training period can be extended beyond 6 (six) months, too.
4. You will not be entitled for any benefits other than the monthly stipend of **₹10,000** (INR. Ten Thousand Only) during your training period. You will be eligible for holidays as per company policy.
5. The tentative start date of your training will be from 5th July 2021.
6. Your confirmation to full time employee will be subject to your performance as well as the behavioral aspects as evaluated by the designated mentor(s), post successful completion of your training period.
7. At the time of conversion as Engineer (full time employee), you will be signing Service Agreement per which if you leave the organization within 3 years of your joining, you will be liable to pay Rs. 5 lacs to the company.

This **Letter of Intent** is subject to your successful completion of the qualifying examinations and performance feedback.

Wish you a great career ahead with us! Good luck!

For, **eInfochips Private Ltd**.

Subramanian S
Campus Recruitment Team India
(Human Resources)

ACKNOWLEDGED

_____

Trainee Name and Signature with Date

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Ayush Sharma,

Jaipur

22nd June 2021

Dear Ayush Sharma,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

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

Name **Signature** **Date**

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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Ayush Sharma**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 37,172.85
Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	**₹ 19,560**
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the 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 bonus 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

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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eInfochips Private Limited

Registered Office: 11 A/B, Chandra Colony,
Behind Cargo Motors, Off. C.G. Road,
Ellisbridge, Ahmedabad-380 006. India.
Phone Number: +91-79-2656 3705, Fax Number: +91-79-2656 0722
Website: www.einfochips.com
CIN: U72200GJ1988PLC010830

22-January-2021

Bhupendra Kumar-Poornima College of Engineering

(2017pcecivbhupendra.kr@poornima.org)

LETTER OF INTENT

Congratulations!

You are successfully qualified in the assessment process of eInfochips. We are happy to inform you that we extend an offer to you to join eInfochips as "**Project Trainee**" for the duration of 6 months. Post successful training, you will be hired as **Engineer** in the PES Business Unit based at **Ahmedabad**.

The following are the details of your service terms with eInfochips:

1. Designation: **Engineer (Grade – 9)**
2. Your initial training location shall be at Ahmedabad; however, your training or the work location can be any of the eInfochips branches right from your start date or in the future**.**
3. You will be entitled to an annual salary of **₹3,60,000 (**INR. Three Lac Sixty Thousand Only) after successful completion of your training period. Please note, the training period can be extended beyond 6 (six) months, too.
4. You will not be entitled for any benefits other than the monthly stipend of **₹10,000** (INR. Ten Thousand Only) during your training period. You will be eligible for holidays as per company policy.
5. The tentative start date of your training will be from 5th July 2021.
6. Your confirmation to full time employee will be subject to your performance as well as the behavioral aspects as evaluated by the designated mentor(s), post successful completion of your training period.
7. At the time of conversion as Engineer (full time employee), you will be signing Service Agreement per which if you leave the organization within 3 years of your joining, you will be liable to pay Rs. 5 lacs to the company.

This **Letter of Intent** is subject to your successful completion of the qualifying examinations and performance feedback.

Wish you a great career ahead with us! Good luck!

For, **eInfochips Private Ltd**.

Subramanian S
Campus Recruitment Team India
(Human Resources)

ACKNOWLEDGED

_____
Trainee Name and Signature with Date

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POORNIMA GROUP
Achieving Excellence Together

Training & Placement Office <tpo@poornima.org>

Fwd: Infosys Certification: You have received a job offer for Power Programmer role

Divya PCE/17/CE/021 <2017pcecedivya.rastogi021@poornima.org> Fri, May 21, 2021 at 5:38 PM
To: Training & Placement Office <tpo@poornima.org>

---------- Forwarded message ---------
From: **InfyTQ** <InfyTQ@infosys.com>
Date: Mon, 15 Mar, 2021, 7:49 pm
Subject: Infosys Certification: You have received a job offer for Power Programmer role
To: 2017pcecedivya.rastogi021@poornima.org<2017pcecedivya.rastogi021@poornima.org>

Dear **Divya Rastogi**,

Thank for participating in the Infosys Certification program.

Congratulations! You have cleared the interview round to receive a final job offer for Power Programmer role through the Infosys Certification upgrade test.

Please note, this is a conditional job offer subject to your background verification. If falsification of data is detected during the background verification process, Infosys will revoke the job offer made to you.

In case of any queries, please contact your placement office or write to us at InfyTQ@infosys.com.

We will share the joining process with you in the due course of time. We look forward to welcome you into our Infosys family

Best regards,

Talent Acquisition

Infosys

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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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2 attachments



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image001.jpg
15K

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RSK Business Solutions Pvt Ltd.
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Electronic City, Sector-18
Gurgaon-122015 (Haryana) INDIA
Tel: +91-124-4201376 www.rsk-bsl.com
Reg.No.(India)U72900DL2008FTC185621

OFFER LETTER

DATE: February 22nd 2021

Ekta Sharma
2017pcecivekta.sharma@poornima.org
Gurgaon

Dear Ekta,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer you the position of **"Graduate Developer"** in our organization. Your place of work will be **Gurugram**, although you may be required to work in other offices of RSK Business Solutions.

Your total annual CTC would be **INR 330,000/- (Indian Rupees Three Lakhs Thirty Thousand Only)**. This will be paid in accordance with the Company's normal payroll practice.

In addition you will be eligible for **Rs. 20,000/- (Twenty Thousand Indian Rupes)** Variable performance Bonus. It will be paid annualy on the basis of your performance.

Please note that this Offer of Employment is provisional in nature and your appointment with the Organization is subject to the following conditions:

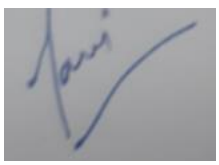
- All the information provided by you is true and correct, not misstated or concealed or suppressed in any form, whether in part or full.
- A written acceptance of this offer of employment by **23rd Feb, 2021** confirming your date of joining as **15th June 2021,** failing which this Offer of Employment shall stand rescinded, without any further correspondence/intimation.

As a token of your acceptance of this Offer of Employment, please sign and return the acceptance copy of this document to us at the earliest, confirming the date on which you will be joining the Organization.

A detailed Appointment Letter will be issued to you at the time of your joining.

For and behalf of RSK Business Solutions Private Limited.

Your Sincerely
For RSK Business Solutions Private Limited



Tanvi Mittal
Manager-HR

Dr. Mahesh Bundele
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Reg.No.(India)U72900DL2008FTC185621

ANNEXURE 1

DOCUMENTS REQUIRED ON THE DATE OF JOINING

	Original	Photocopy
Experience & Relieving Letter from all previous organizations.		
Last 3 months Salary Slip/ Complete Compensation details [fixed + variable] (letter)		
Secondary (Xth) Pass certificate		
Senior Secondary (XII th) Pass certificate		
University Degree		
Post Graduation Degree (if any)		
Other Relevant certificate		
Identity Proof - PAN Card / Aadhar Card/Passport / Driving License		
Passport size photographs (02)		

Please ensure that all the above mentioned documents are produced at the time of joining. Not able to produce this could result in delay in appointment into the organization.

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

eInfochips Private Limited

Registered Office: 11 A/B, Chandra Colony,
Behind Cargo Motors, Off. C.G. Road,
Ellisbridge, Ahmedabad-380 006. India.
Phone Number: +91-79-2656 3705, Fax Number: +91-79-2656 0722
Website: www.einfochips.com
CIN: U72200GJ1988PLC010830

22-January-2021

Suraj Bairwa -Poornima College of Engineering

(2017pcecivjasraj.kumawat@poornima.org)

LETTER OF INTENT

Congratulations!

You are successfully qualified in the assessment process of eInfochips. We are happy to inform you that we extend an offer to you to join eInfochips as "**Project Trainee**" for the duration of 6 months. Post successful training, you will be hired as **Engineer** in the PES Business Unit based at **Ahmedabad**.

The following are the details of your service terms with eInfochips:

1. Designation: **Engineer (Grade – 9)**
2. Your initial training location shall be at Ahmedabad; however, your training or the work location can be any of the eInfochips branches right from your start date or in the future**.**
3. You will be entitled to an annual salary of **₹3,60,000 (**INR. Three Lac Sixty Thousand Only) after successful completion of your training period. Please note, the training period can be extended beyond 6 (six) months, too.
4. You will not be entitled for any benefits other than the monthly stipend of **₹10,000** (INR. Ten Thousand Only) during your training period. You will be eligible for holidays as per company policy.
5. The tentative start date of your training will be from 5th July 2021.
6. Your confirmation to full time employee will be subject to your performance as well as the behavioral aspects as evaluated by the designated mentor(s), post successful completion of your training period.
7. At the time of conversion as Engineer (full time employee), you will be signing Service Agreement per which if you leave the organization within 3 years of your joining, you will be liable to pay Rs. 5 lacs to the company.

This **Letter of Intent** is subject to your successful completion of the qualifying examinations and performance feedback.

Wish you a great career ahead with us! Good luck!

For, **eInfochips Private Ltd**.

Subramanian S
Campus Recruitment Team India
(Human Resources)

ACKNOWLEDGED

_____
Trainee Name and Signature with Date

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

RSK BUSINESS SOLUTIONS
RSK Business Solutions Pvt Ltd.
Plot No. 14, Fourth & Fifth Floor
Electronic City, Sector-18
Gurgaon-122015 (Haryana) INDIA
Tel: +91-124-4201376 www.rsk-bsl.com
Reg.No.(India)U72900DL2008FTC185621

OFFER LETTER

DATE: February 22nd 2021

Kajal Meena
pcecivkajal.meena@poornima.org
Gurgaon

Dear Kajal,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer you the position of **"Graduate Developer"** in our organization. Your place of work will be **Gurugram**, although you may be required to work in other offices of RSK Business Solutions.

Your total annual CTC would be **INR 330,000/- (Indian Rupees Three Lakhs Thirty Thousand Only)**. This will be paid in accordance with the Company's normal payroll practice.

In addition you will be eligible for **Rs. 20,000/- (Twenty Thousand Indian Rupes)** Variable performance Bonus. It will be paid annualy on the basis of your performance.

Please note that this Offer of Employment is provisional in nature and your appointment with the Organization is subject to the following conditions:

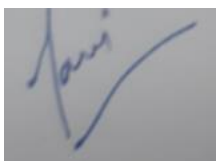
- All the information provided by you is true and correct, not misstated or concealed or suppressed in any form, whether in part or full.
- A written acceptance of this offer of employment by **23rd Feb, 2021** confirming your date of joining as **15th June 2021,** failing which this Offer of Employment shall stand rescinded, without any further correspondence/intimation.

As a token of your acceptance of this Offer of Employment, please sign and return the acceptance copy of this document to us at the earliest, confirming the date on which you will be joining the Organization.

A detailed Appointment Letter will be issued to you at the time of your joining.

For and behalf of RSK Business Solutions Private Limited.

Your Sincerely
For RSK Business Solutions Private Limited



Tanvi Mittal
Manager-HR

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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ANNEXURE 1

DOCUMENTS REQUIRED ON THE DATE OF JOINING

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Post Graduation Degree (if any)		
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Identity Proof - PAN Card / Aadhar Card/Passport / Driving License		
Passport size photographs (02)		

Please ensure that all the above mentioned documents are produced at the time of joining. Not able to produce this could result in delay in appointment into the organization.

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

HIKEEDU

Hike Education

Plot No 612, 2nd Floor, Udyog Vihar Phase V, Gurugram, Haryana 122006

Email Address – jyoti@hikeedu.in

Dated : 17th July 2021.

Dear Kalpana Kairon,

We are glad to announce your selection for the position of **"Business Development Manager - Trainee".** We would like to take this special moment to welcome you to **HIKE FAMILY** (Family of Champions) and looking forward to getting you onboard with us. Please find below your joining details.

Date of joining	21st July, 2021, Wednesday
Location	Plot No 612, 2nd Floor, Udyog Vihar Phase V, Gurugram, Haryana 122006
Dress code	Formals
Reporting Time	10:00AM

Kindly bring with you the below documents at the time of joining:

- ✓ All Educational Mark sheets/Degrees.
- ✓ Experience certificate.
- ✓ Aadhar Card
- ✓ PAN Card
- ✓ 2 passport size photographs
- ✓ Cancelled cheque
- ✓ Resignation acceptance letter/Service Certificate from previous employer.

Sincerely,

Hike Education

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

HIKEEDU

Hike Education

Plot No 612, 2nd Floor, Udyog Vihar Phase V, Gurugram, Haryana 122006

Email Address – jyoti@hikeedu.in

Dated : 17th July 2021.

Dear kamal Choudhary,

We are glad to announce your selection for the position of **"Business Development Manager - Trainee".** We would like to take this special moment to welcome you to **HIKE FAMILY** (Family of Champions) and looking forward to getting you onboard with us. Please find below your joining details.

Date of joining	21st July, 2021, Wednesday
Location	Plot No 612, 2nd Floor, Udyog Vihar Phase V, Gurugram, Haryana 122006
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- ✓ Experience certificate.
- ✓ Aadhar Card
- ✓ PAN Card
- ✓ 2 passport size photographs
- ✓ Cancelled cheque
- ✓ Resignation acceptance letter/Service Certificate from previous employer.

Sincerely,

Hike Education

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

HIKEEDU

Hike Education

Plot No 612, 2nd Floor, Udyog Vihar Phase V, Gurugram, Haryana 122006

Email Address – jyoti@hikeedu.in

Dated : 17th July 2021.

Dear Kapil Panwar,

We are glad to announce your selection for the position of **"Business Development Manager - Trainee".** We would like to take this special moment to welcome you to **HIKE FAMILY** (Family of Champions) and looking forward to getting you onboard with us. Please find below your joining details.

Date of joining	21st July, 2021, Wednesday
Location	Plot No 612, 2nd Floor, Udyog Vihar Phase V, Gurugram, Haryana 122006
Dress code	Formals
Reporting Time	10:00AM

Kindly bring with you the below documents at the time of joining:

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- ✓ Experience certificate.
- ✓ Aadhar Card
- ✓ PAN Card
- ✓ 2 passport size photographs
- ✓ Cancelled cheque
- ✓ Resignation acceptance letter/Service Certificate from previous employer.

Sincerely,

Hike Education

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

Pinnacle Infotech

Madhu Yadav,
18161327

Date: 17th August, 2021

Subject: Offer for Apprenticeship

Dear Madhu Yadav,

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, 2021**. 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

Mansi Agarwalla, **Date: 17th August, 2021**

18161321

Subject: Offer for Apprenticeship

Dear Mansi,

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, 2021**. 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
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Poornima College of Engineering
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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)



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Electronic City, Sector-18
Gurgaon-122015 (Haryana) INDIA
Tel: +91-124-4201376 www.rsk-bsl.com
Reg.No.(India)U72900DL2008FTC185621

OFFER LETTER

DATE: February 22nd 2021

Mayank Kumar Prajapat
pceciv.mayankprajapat@poornima.org
Gurgaon

Dear Mayank Prajapat,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer you the position of **"Graduate Developer"** in our organization. Your place of work will be **Gurugram**, although you may be required to work in other offices of RSK Business Solutions.

Your total annual CTC would be **INR 330,000/- (Indian Rupees Three Lakhs Thirty Thousand Only)**. This will be paid in accordance with the Company's normal payroll practice.

In addition you will be eligible for **Rs. 20,000/- (Twenty Thousand Indian Rupes)** Variable performance Bonus. It will be paid annualy on the basis of your performance.

Please note that this Offer of Employment is provisional in nature and your appointment with the Organization is subject to the following conditions:

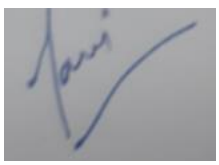
- All the information provided by you is true and correct, not misstated or concealed or suppressed in any form, whether in part or full.
- A written acceptance of this offer of employment by **23rd Feb, 2021** confirming your date of joining as **15th June 2021,** failing which this Offer of Employment shall stand rescinded, without any further correspondence/intimation.

As a token of your acceptance of this Offer of Employment, please sign and return the acceptance copy of this document to us at the earliest, confirming the date on which you will be joining the Organization.

A detailed Appointment Letter will be issued to you at the time of your joining.

For and behalf of RSK Business Solutions Private Limited.

Your Sincerely
For RSK Business Solutions Private Limited



Tanvi Mittal
Manager-HR

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
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ANNEXURE 1

DOCUMENTS REQUIRED ON THE DATE OF JOINING

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Post Graduation Degree (if any)		
Other Relevant certificate		
Identity Proof - PAN Card / Aadhar Card/Passport / Driving License		
Passport size photographs (02)		

Please ensure that all the above mentioned documents are produced at the time of joining. Not able to produce this could result in delay in appointment into the organization.

Dr. Mahesh Bundele
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Director
Poornima College of Engineering
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OFFER LETTER

DATE: February 22nd 2021

Mayur Mewara
pcecivmayur.mewara@poornima.org
Gurgaon

Dear Mayur,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer you the position of **"Graduate Developer"** in our organization. Your place of work will be **Gurugram**, although you may be required to work in other offices of RSK Business Solutions.

Your total annual CTC would be **INR 330,000/- (Indian Rupees Three Lakhs Thirty Thousand Only)**. This will be paid in accordance with the Company's normal payroll practice.

In addition you will be eligible for **Rs. 20,000/- (Twenty Thousand Indian Rupes)** Variable performance Bonus. It will be paid annualy on the basis of your performance.

Please note that this Offer of Employment is provisional in nature and your appointment with the Organization is subject to the following conditions:

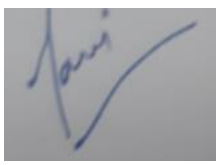
- All the information provided by you is true and correct, not misstated or concealed or suppressed in any form, whether in part or full.
- A written acceptance of this offer of employment by **23rd Feb, 2021** confirming your date of joining as **15th June 2021,** failing which this Offer of Employment shall stand rescinded, without any further correspondence/intimation.

As a token of your acceptance of this Offer of Employment, please sign and return the acceptance copy of this document to us at the earliest, confirming the date on which you will be joining the Organization.

A detailed Appointment Letter will be issued to you at the time of your joining.

For and behalf of RSK Business Solutions Private Limited.

Your Sincerely
For RSK Business Solutions Private Limited



Tanvi Mittal
Manager-HR

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
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ANNEXURE 1

DOCUMENTS REQUIRED ON THE DATE OF JOINING

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Senior Secondary (XII th) Pass certificate		
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Post Graduation Degree (if any)		
Other Relevant certificate		
Identity Proof - PAN Card / Aadhar Card/Passport / Driving License		
Passport size photographs (02)		

Please ensure that all the above mentioned documents are produced at the time of joining. Not able to produce this could result in delay in appointment into the organization.

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

Dotsquares

CIN No. : U72200RJ2006PTC022891

Dear Narendra Badjatya,

Congratulations!!!!!

With reference to your application for a suitable position in our organization and our various discussions with you, we are pleased to offer you the position of "**Trainee- Software Developer"**. Your date of joining would be **01st July, 2021** on the mutually agreed terms & conditions.

Please send scanned copy of following documents latest by 07thMay, 2021

- Attested copies of all academic mark sheets/certificates
- Internship certificates (If any)
- Photographs (4 Passport size)
- ID proofs- Driving License, Aadhar Card, Pan Card, Voter ID Card (Pan card & Aadhar card is mandatory)

You need to carry Original documents at the time of joining for verification.

You are required to send copy of all mentioned documents within 3 days of this offer, inability to present the same, the offer will be withdrawn.

Kindly reply this mail as acceptance of this offer.

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

India: 4 Ra 5 , Jawahar Nagar, Jaipur, Rajasthan, India- 302004 ☎ +91-141-2651369 www.dotsquares.com

Dr. Mahesh Bundele
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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

eInfochips Private Limited

Registered Office: 11 A/B, Chandra Colony,
Behind Cargo Motors, Off. C.G. Road,
Ellisbridge, Ahmedabad-380 006. India.
Phone Number: +91-79-2656 3705, Fax Number: +91-79-2656 0722
Website: www.einfochips.com
CIN: U72200GJ1988PLC010830

22-January-2021

Paras Hardeniya-Poornima College of Engineering

(2017pcecivparas.hardeniya@poornima.org)

LETTER OF INTENT

Congratulations!

You are successfully qualified in the assessment process of eInfochips. We are happy to inform you that we extend an offer to you to join eInfochips as "**Project Trainee**" for the duration of 6 months. Post successful training, you will be hired as **Engineer** in the PES Business Unit based at **Ahmedabad**.

The following are the details of your service terms with eInfochips:

1. Designation: **Engineer (Grade – 9)**
2. Your initial training location shall be at Ahmedabad; however, your training or the work location can be any of the eInfochips branches right from your start date or in the future**.**
3. You will be entitled to an annual salary of **₹3,60,000 (**INR. Three Lac Sixty Thousand Only) after successful completion of your training period. Please note, the training period can be extended beyond 6 (six) months, too.
4. You will not be entitled for any benefits other than the monthly stipend of **₹10,000** (INR. Ten Thousand Only) during your training period. You will be eligible for holidays as per company policy.
5. The tentative start date of your training will be from 5th July 2021.
6. Your confirmation to full time employee will be subject to your performance as well as the behavioral aspects as evaluated by the designated mentor(s), post successful completion of your training period.
7. At the time of conversion as Engineer (full time employee), you will be signing Service Agreement per which if you leave the organization within 3 years of your joining, you will be liable to pay Rs. 5 lacs to the company.

This **Letter of Intent** is subject to your successful completion of the qualifying examinations and performance feedback.

Wish you a great career ahead with us! Good luck!

For, **eInfochips Private Ltd**.

Subramanian S
Campus Recruitment Team India
(Human Resources)

ACKNOWLEDGED

_____

Trainee Name and Signature with Date

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

RSK BUSINESS SOLUTIONS
RSK Business Solutions Pvt Ltd.
Plot No. 14, Fourth & Fifth Floor
Electronic City, Sector-18
Gurgaon-122015 (Haryana) INDIA
Tel: +91-124-4201376 www.rsk-bsl.com
Reg.No.(India)U72900DL2008FTC185621

OFFER LETTER

DATE: February 22nd 2021

Rajendra Kumar Lodhi
pcecivrajendra.lodhi@poornima.org
Gurgaon

Dear Rajendra,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer you the position of **"Graduate Developer"** in our organization. Your place of work will be **Gurugram**, although you may be required to work in other offices of RSK Business Solutions.

Your total annual CTC would be **INR 330,000/- (Indian Rupees Three Lakhs Thirty Thousand Only)**. This will be paid in accordance with the Company's normal payroll practice.

In addition you will be eligible for **Rs. 20,000/- (Twenty Thousand Indian Rupes)** Variable performance Bonus. It will be paid annualy on the basis of your performance.

Please note that this Offer of Employment is provisional in nature and your appointment with the Organization is subject to the following conditions:

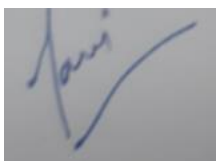
- All the information provided by you is true and correct, not misstated or concealed or suppressed in any form, whether in part or full.
- A written acceptance of this offer of employment by **23rd Feb, 2021** confirming your date of joining as **15th June 2021,** failing which this Offer of Employment shall stand rescinded, without any further correspondence/intimation.

As a token of your acceptance of this Offer of Employment, please sign and return the acceptance copy of this document to us at the earliest, confirming the date on which you will be joining the Organization.

A detailed Appointment Letter will be issued to you at the time of your joining.

For and behalf of RSK Business Solutions Private Limited.

Your Sincerely
For RSK Business Solutions Private Limited



Tanvi Mittal
Manager-HR

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
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RSK BUSINESS SOLUTIONS
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Reg.No.(India)U72900DL2008FTC185621

ANNEXURE 1

DOCUMENTS REQUIRED ON THE DATE OF JOINING

	Original	Photocopy
Experience & Relieving Letter from all previous organizations.		
Last 3 months Salary Slip/ Complete Compensation details [fixed + variable] (letter)		
Secondary (Xth) Pass certificate		
Senior Secondary (XII th) Pass certificate		
University Degree		
Post Graduation Degree (if any)		
Other Relevant certificate		
Identity Proof - PAN Card / Aadhar Card/Passport / Driving License		
Passport size photographs (02)		

Please ensure that all the above mentioned documents are produced at the time of joining. Not able to produce this could result in delay in appointment into the organization.

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

March 22,2021

Ref No: CAN078431

Mr. SHUBHAM VERMA,

JAIPUR
RAJASTHAN

Dear **SHUBHAM VERMA,**

SUBJECT: PROVISIONAL OFFER LETTER

This is with reference to your participation at campus recruitment drive & subsequent final interview; we are pleased to offer you the post of **MANAGEMENT TRAINEE** in our organization on the following terms and conditions.

1. You will be trained in the areas of our commercial vehicle financing and responsible for growth & development of our Commercial Vehicle Finance Business.
2. You are likely to be posted to any of our Zonal/Regional/Branch Offices located across India.
3. You will be paid a total remuneration of **Rs.1,84,920/-p.a.(which is inclusive of Stipend & other allowances)**
4. You will be in six months on-the-job Training followed by six months Probation effective from the date of joining. After successful completion of training and probation, you will be confirmed in the services of the company.
5. You are advised to send us scan (or) in hard copy of the below specified documents within 1 month of result declaration by University and only after verification of the certificate; you shall be intimated about your joining date.

a. Educational qualifying degree/provisional certificate and Mark sheets

b. AADHAR card, PAN Card and Driving License Copy

c. Cancelled Cheque/Bank Passbook copy for updation of salary bank account details.

This letter is just a confirmation of your provisional selection with us and cannot be treated as an Appointment Letter and the same can be withdrawn or revoked at the sole discretion of the Management. The detailed appointment letter will be given to you at the time of joining.

Kindly sign and return to us the duplicate copy of this letter as a token of your acceptance of this offer.

We welcome you to Shriram Transport Finance Company limited.

Best Wishes,

HR Department **(ACCEPTED)**

Note: - Offer Acceptance Copy/Educational documents (Post declaration of your results) should reach us a t HR Department, "Shriram Value Services Limited, "Statesman One", No. 275, R.K. Mutt Road, Mylapore, Chennai- 600 004." Mail id hrd@shriramvalue.in Phone No. 044-42913019/3052.

Disclaimer: Shriram Transport Finance Co.Ltd do not engage any consultants or agencies for recruitments.

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

March 22,2021

Ref No: CAN078481

Mr. SIMRAN JORWAL,

JAIPUR
RAJASTHAN

Dear **SIMRAN JORWAL,**

SUBJECT: PROVISIONAL OFFER LETTER

This is with reference to your participation at campus recruitment drive & subsequent final interview; we are pleased to offer you the post of **MANAGEMENT TRAINEE** in our organization on the following terms and conditions.

1. You will be trained in the areas of our commercial vehicle financing and responsible for growth & development of our Commercial Vehicle Finance Business.
2. You are likely to be posted to any of our Zonal/Regional/Branch Offices located across India.
3. You will be paid a total remuneration of **Rs.1,84,920/-p.a.(which is inclusive of Stipend & other allowances)**
4. You will be in six months on-the-job Training followed by six months Probation effective from the date of joining. After successful completion of training and probation, you will be confirmed in the services of the company.
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This letter is just a confirmation of your provisional selection with us and cannot be treated as an Appointment Letter and the same can be withdrawn or revoked at the sole discretion of the Management. The detailed appointment letter will be given to you at the time of joining.

Kindly sign and return to us the duplicate copy of this letter as a token of your acceptance of this offer.

We welcome you to Shriram Transport Finance Company limited.

Best Wishes,

HR Department **(ACCEPTED)**

Note: - Offer Acceptance Copy/Educational documents (Post declaration of your results) should reach us a t HR Department, "Shriram Value Services Limited, "Statesman One", No. 275, R.K. Mutt Road, Mylapore, Chennai- 600 004." Mail id hrd@shriramvalue.in Phone No. 044-42913019/3052.

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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

Offer: Computer Consultancy
Ref: CSL/CT20203470894/Delhi
Date: 09/01/2021

Ms. Aakansha Kowerjani
Jaipur-302022,
Rajasthan.

Dear Aakansha Kowerjani,

Sub: Letter of Offer

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

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

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

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

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

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 0
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs

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

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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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 TCS Xplore Programme.

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

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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

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

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

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

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

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

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

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

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. 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.

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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

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

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

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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR



including termination of traineeship/service without notice.

19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,
  address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

20. TCS Xperience Program

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

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

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

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

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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24. Data Privacy Clause:

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

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

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

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

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

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

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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 TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Aakansha Kowerjani**
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	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
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	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

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

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

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

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

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

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

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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

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

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

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

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

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9. Equitable Rights

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

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. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

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

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

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

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India: A-2 7th floor, UDB Corporate Tower, J.L.N. Marg, Jaipur

STRICTLY CONFIDENTIAL

Date: 28-Oct-2020
Name: Aditya Sharma
Location: Jaipur, India
Country: India

Subject: Letter of Intent ("LOI")

Dear Aditya Sharma,

By way of this LOI Celebal Technologies Private Limited ("Company") is pleased to share with you the proposed offer terms.

Proposed Confirmation Date as FTE:	1st August, 2021
Designation:	Associate
Place of Posting:	Jaipur
CTC:	INR 4,50,000/- (Rupees Four Lakh Fifty Thousand Only/-)

Please refer "Annexure A" for details of the remuneration and other allowances.
The formal employment letter will be issued on the Date of Joining as per Company's standard process.
The Date of Joining and Training Date may vary as per the Date of Exams.
Your appointment to employment will be based on your performance during the internship and training period, *inter alia*.

The following are the key indicators to measure the performance:

- Attendance
- Behavior
- Attitude
- Job Knowledge
- Active Contributor in the Project
- Work Performance
- Learning Ability
- Communication

We look forward to have you as a part of Celebal Tech family.

Dr. Mahesh Bundele
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Director
Poornima College of Engineering
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Sitapura, JAIPUR

Zoho Sign Document ID: ZFBMCEZMZPGIYRB5X7SSFA-HSLX9ZXUGR8QI8VKDKOP

Best Regards,



Tejal Mangal
Sr. Executive
Human Resources

Acceptance:
The above terms and conditions have been read and understood and the same are hereby accepted as the terms of my employment in the company. I understand that my employment is contingent upon my performance and completion of my graduation and subsequent communication of the same to the Company.

(Signature)
Name: Aditya Sharma

Date: Nov 01 2020 18:39 IST

Annexure A

Date of Offer: 1st August 2021

Term Sheet:

Set forth below is the outline of the management compensation, terms and conditions by which the undersigned agree to abide.

The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed in any manner or form, directly or indirectly inside or outside the company without the company's consent.

Date: 28-Oct-2020
Name: Aditya Sharma
Company: Celebal Technologies Private Limited
Position: Associate

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Director
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Sitapura, JAIPUR

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Compensation Scheme:

	(figures in Rs./Yr)
Element	**Current**
Basic	₹ 2,13,536
HRA	₹ 73,414
PF (12% of Basic-Employee)	₹ 21,600
Fixed/Other Allowance	₹ 86,922
Total Fixed Cash	₹ 3,95,472
PF (12% of Basic-Employer)	₹ 21,600
Total Fixed Compensation	₹ 4,17,072
Other Compensation Benefits	
Health Benefit (Medical)	₹ 2,928
Variable Pay	
Bonus (To be paid Quarterly)	₹ 30,000
Total Cost to Company per month	₹ 41,666
Total Cost to Company per year	₹ 4,50,000

Notes:

Basic	Paid on Monthly basis and is subject to tax, as per applicable law.
HRA	Provided to meet the cost of accommodation and is calculated at 40% of basic. It is paid on monthly basis and is subject to tax.
Other & Fixed Allowance	It is paid on monthly basis. This element has no linkage to any component of compensation and is subject to tax.
Medical	It is a benefit provided by the company. The coverage includes health and accidental insurance. The coverage for accidental insurance is 10L and for health insurance is 4L.
PF	As per the employee P.F. Act 1952, an employer is required to contribute minimum 12% of basic salary to EPF and the equal amount will be deducted as employee contribution from employee's monthly payroll.
Bonus	The objective of quarterly bonus is to incentivize employees to achieve specific pre-determined goals. The performance evaluation will be done on quarterly basis. The first quarter bonus will be pro-rated basis from Date of Joining. This is subject to management discretion and can be revised from time to time. Payout of bonus is completely subjected to tax.

Sincerely,
For Celebal Technologies:

Tejal

Tejal Mangal
Sr. Executive
Human Resources

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

Candidate ID: 2564466 /345933,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Abhishek,

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
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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.

Dr. Mahesh Bundele
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Director
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Sitapura, JAIPUR

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 /345933,

09/05/2021,

Abhishek Kumar,
Rajasthan, India

Confidential

Dear Abhishek,

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 **09/19/2021** (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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Director
Poornima College of Engineering
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Sitapura, JAIPUR

Annexure - A

Abhishek,

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

Abhishek

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-2021, 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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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: Abhishek Kumar

Date: 09/05/2021

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

Dr. Mahesh Bundele
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Director
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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.

Dr. Mahesh Bundele
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Director
Poornima College of Engineering
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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

Offer: Computer Consultancy
Ref: TCSL/CT20203476532/Delhi
Date: 09/01/2021

Mr. Aditya Pranshu Sharma,
Jaipur-302020,
Rajasthan.

Dear Aditya Pranshu Sharma,

Sub: Letter of Offer

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

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

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

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

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

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 00
Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 0
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 00
Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 0
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs

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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 TCS Xplore Programme.

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

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

OTHER BENEFITS

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

HIS offers the following benefits:

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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 0
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs

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

1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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

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

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

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

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

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

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

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

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. 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.

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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

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

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

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including termination of traineeship/service without notice.

19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

20. TCS Xperience Program

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

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

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

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

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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24. Data Privacy Clause:

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

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

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

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

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

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

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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 TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Aditya Pranshu Sharma**
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	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
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	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

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

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

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

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

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

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

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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Sitapura, JAIPUR

2. **Associate's Obligations**

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

3. **Intellectual Property Rights**

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

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 00
Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 0
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs
Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
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4. **Prior knowledge**
Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

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

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

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

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

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9. Equitable Rights

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

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. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

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

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

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

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Zoho Sign Document ID: ZFBMCEZMZPGIYRB5X7SSFA-HSLX9ZXUGR8QI8VKDKOP

CELEBAL TECHNOLOGIES

hr@celebaltech.com
enterprisesales@celebaltech.com
www.celebaltech.com
0141-4700659
India: A-2 7th floor, UDB Corporate Tower, J.L.N. Marg, Jaipur

STRICTLY CONFIDENTIAL

Date: 28-Oct-2020
Name: Aditya Sharma
Location: Jaipur, India
Country: India

Subject: Letter of Intent ("LOI")

Dear Aditya Sharma,

By way of this LOI Celebal Technologies Private Limited ("Company") is pleased to share with you the proposed offer terms.

Proposed Confirmation Date as FTE:	1st August, 2021
Designation:	Associate
Place of Posting:	Jaipur
CTC:	INR 4,50,000/- (Rupees Four Lakh Fifty Thousand Only/-)

Please refer "Annexure A" for details of the remuneration and other allowances.
The formal employment letter will be issued on the Date of Joining as per Company's standard process.
The Date of Joining and Training Date may vary as per the Date of Exams.
Your appointment to employment will be based on your performance during the internship and training period, *inter alia*.

The following are the key indicators to measure the performance:

- Attendance
- Behavior
- Attitude
- Job Knowledge
- Active Contributor in the Project
- Work Performance
- Learning Ability
- Communication

We look forward to have you as a part of Celebal Tech family.

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

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Best Regards,



Tejal Mangal
Sr. Executive
Human Resources

Acceptance:
The above terms and conditions have been read and understood and the same are hereby accepted as the terms of my employment in the company. I understand that my employment is contingent upon my performance and completion of my graduation and subsequent communication of the same to the Company.

(Signature)
Name: Aditya Sharma

Date: Nov 01 2020 18:39 IST

Annexure A

Date of Offer: 1st August 2021

Term Sheet:

Set forth below is the outline of the management compensation, terms and conditions by which the undersigned agree to abide.

The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed in any manner or form, directly or indirectly inside or outside the company without the company's consent.

Date: 28-Oct-2020
Name: Aditya Sharma
Company: Celebal Technologies Private Limited
Position: Associate

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

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Compensation Scheme:

	(figures in Rs./Yr)
Element	**Current**
Basic	₹ 2,13,536
HRA	₹ 73,414
PF (12% of Basic-Employee)	₹ 21,600
Fixed/Other Allowance	₹ 86,922
Total Fixed Cash	₹ 3,95,472
PF (12% of Basic-Employer)	₹ 21,600
Total Fixed Compensation	₹ 4,17,072
Other Compensation Benefits	
Health Benefit (Medical)	₹ 2,928
Variable Pay	
Bonus (To be paid Quarterly)	₹ 30,000
Total Cost to Company per month	₹ 41,666
Total Cost to Company per year	₹ 4,50,000

Notes:

Basic	Paid on Monthly basis and is subject to tax, as per applicable law.
HRA	Provided to meet the cost of accommodation and is calculated at 40% of basic. It is paid on monthly basis and is subject to tax.
Other & Fixed Allowance	It is paid on monthly basis. This element has no linkage to any component of compensation and is subject to tax.
Medical	It is a benefit provided by the company. The coverage includes health and accidental insurance. The coverage for accidental insurance is 10L and for health insurance is 4L.
PF	As per the employee P.F. Act 1952, an employer is required to contribute minimum 12% of basic salary to EPF and the equal amount will be deducted as employee contribution from employee's monthly payroll.
Bonus	The objective of quarterly bonus is to incentivize employees to achieve specific pre-determined goals. The performance evaluation will be done on quarterly basis. The first quarter bonus will be pro-rated basis from Date of Joining. This is subject to management discretion and can be revised from time to time. Payout of bonus is completely subjected to tax.

Sincerely,
For Celebal Technologies:

Tejal

Tejal Mangal
Sr. Executive
Human Resources

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

Cognizant

07-Feb-2021
Akshat Pareek
B.Tech/B.E. Computer Science & Engineering
Poornima College of Engineering_ Jaipur

Dear Akshat,

Further to our offer for the position of Programmer Analyst Trainee and in response to your confirmation into the Internship opportunity we had extended, we are pleased to offer you an **Internship** with us for **a period of 3 to 6 months**, during which you will be offered a stipend Amount of **INR 12000/-** per month based on the Internship performance and completion.
Actual Internship dates and duration would be based on the business demand aligned skill tracks offered to you and would be shortly communicated to you.
Cognizant Internship being a pre joining skill and capability development program, it would form a critical part of your employment with Cognizant.
You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The performance during Internship would be monitored through formal evaluations.
The Cognizant Internship completion would qualify as the entry criteria to your post joining training program and would be used as basis towards your allocation to projects/roles.
Prior to joining Cognizant, you must successfully complete the prescribed Internship program. In event of non-completion of the Internship, Cognizant may at its sole discretion revoke this offer of employment.
Please also note that:

- The Internship Training will be done from Monday through Friday for 8 hours from 9 am to 6 pm (IST).
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with attendance requirements. Pre-approvals are to be sought towards unavoidable leave or break requests from the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship**.**
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship plan
- Cognizant reserves clauses regarding IT infra if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant GenC program terms and conditions from time to time

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority.
You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa

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- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.
We wish you good luck.
Yours sincerely,
For **Cognizant Technology Solutions India Pvt. Ltd.,**



Suresh Bethavandu
Global Head-Talent Acquisition

I accept the terms and conditions of the offer as mentioned above.

Signature: **Date:**



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Alfaiz Mansuri,

Jaipur

22nd June 2021

Dear Alfaiz,

Congratulations! We are pleased to offer you the role of **''Trainee Engineer"** with ATCS and confirm your joining date effective from **5th July 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)).* Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B.**
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **5th July 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

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

Name **Signature** **Date**

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Director
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ANNEXURE – A

COMPENSATION DETAILS		
Name	**Alfaiz Mansuri**	
Designation	**Trainee Engineer**	
Date of Joining	**5th July 2021**	
Location	**Jaipur**	
Components	**Monthly**	**Annually**
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 37,172.85
Total (A)	**₹ 30,977**	**₹ 3,71,728**
Leave Encashment *(may vary as per leave balance)*	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	**₹ 19,560**
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	**₹ 8,712**
Total CTC (A) + (B) + (C)	**₹ 30,977**	**₹ 4,00,000**

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name **Signature** **Date**

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Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A

2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.

3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.

4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.

5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.

6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.

7. *Bonus paid in compliance of the payment of Bonus Act, 1965.The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

   All bonus payments are demonstrated based on the 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 bonus 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

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.

9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.

10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.

11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.

12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.

13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.

14. **Perquisites** cannot be encashed.

15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization the reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: **Signature:** **Date:**

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ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card **(2 copies are mandatory)**
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name **Signature** **Date**

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ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter **"ATCS"**) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:

a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization's policies and processes.

b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.

c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.

d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
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e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.

g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.

h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.

i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.

j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.

k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.

l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Completion of Probation Period

The probation period for a **" Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 month**s' notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or

(ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or

(iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or

(iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

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(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally grated or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof.** Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof.**

d) After completion of probation should you resign from services, you need to give **3 months' notice** or **3 month's salary in lieu there**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.

e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.

f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.

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g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.

h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.

i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.

b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.

c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

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b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.

d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.

e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have mispresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.

12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.

14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

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15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name	**Signature**	**Date**

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

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Offer: Computer Consultancy
Ref: TCSL/CT20203478862/Delhi
Date: 09/01/2021

Mr. Alfaz Khan,
Jaipur-302020,
Rajasthan.

Dear Alfaz Khan,

Sub: Letter of Offer

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

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

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

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

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

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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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 TCS Xplore Programme.

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

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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

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

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

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

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

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

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

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

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. 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.

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs

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Sitapura, JAIPUR

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

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

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

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including termination of traineeship/service without notice.

19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

20. TCS Xperience Program

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

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

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

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

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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24. Data Privacy Clause:

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

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

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

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

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

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

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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 TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Alfaz Khan**
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	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
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	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

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

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

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

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

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

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

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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

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

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

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

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

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9. Equitable Rights

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

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. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

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

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

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

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Reg.No.(India)U72900DL2008FTC185621

OFFER LETTER

DATE: February 22nd 2021

Aman Munet
2017pcecsaman022@poornima.org

Gurgaon

Dear Aman,

With reference to your application and the subsequent interviews you had with us, we are pleased to offer you the position of **"Graduate Developer"** in our organization. Your place of work will be **Gurugram**, although you may be required to work in other offices of RSK Business Solutions.

Your total annual CTC would be **INR 330,000/- (Indian Rupees Three Lakhs Thirty Thousand Only)**. This will be paid in accordance with the Company's normal payroll practice.

In addition you will be eligible for **Rs. 20,000/- (Twenty Thousand Indian Rupes)** Variable performance Bonus. It will be paid annualy on the basis of your performance.

Please note that this Offer of Employment is provisional in nature and your appointment with the Organization is subject to the following conditions:

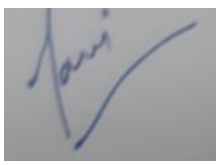
- All the information provided by you is true and correct, not misstated or concealed or suppressed in any form, whether in part or full.
- A written acceptance of this offer of employment by **23rd Feb, 2021** confirming your date of joining as **15th June 2021,** failing which this Offer of Employment shall stand rescinded, without any further correspondence/intimation.

As a token of your acceptance of this Offer of Employment, please sign and return the acceptance copy of this document to us at the earliest, confirming the date on which you will be joining the Organization.

A detailed Appointment Letter will be issued to you at the time of your joining.

For and behalf of RSK Business Solutions Private Limited.

Your Sincerely
For RSK Business Solutions Private Limited



Tanvi Mittal
Manager-HR

Dr. Mahesh Bundele
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Reg.No.(India)U72900DL2008FTC185621

ANNEXURE 1

DOCUMENTS REQUIRED ON THE DATE OF JOINING

	Original	Photocopy
Experience & Relieving Letter from all previous organizations.		
Last 3 months Salary Slip/ Complete Compensation details [fixed + variable] (letter)		
Secondary (Xth) Pass certificate		
Senior Secondary (XII th) Pass certificate		
University Degree		
Post Graduation Degree (if any)		
Other Relevant certificate		
Identity Proof - PAN Card / Aadhar Card/Passport / Driving License		
Passport size photographs (02)		

Please ensure that all the above mentioned documents are produced at the time of joining. Not able to produce this could result in delay in appointment into the organization.

Dr. Mahesh Bundele
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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Candidate ID: 2564466 /345979,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Anchal Dagur,

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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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 /345979,

09/05/2021,

Anchal Dagur,
Rajasthan, India

Confidential

Dear Anchal Dagur,

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 **09/19/2021** (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

Anchal Dagur,

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

Anchal Dagur,

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-2021, 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: Anchal Dagur,

Date: 09/05/2021

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

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

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enterprisesales@celebaltech.com
www.celebaltech.com
0141-4700659
India: A-2 7th floor, UDB Corporate Tower, J.L.N. Marg, Jaipur

STRICTLY CONFIDENTIAL

Date: 28-Oct-2020
Name: Ankit Sharma
Location: Jaipur, India
Country: India

Subject: Letter of Intent ("LOI")

Dear Ankit Sharma,

By way of this LOI Celebal Technologies Private Limited ("Company") is pleased to share with you the proposed offer terms.

Proposed Confirmation Date as FTE:	1st August, 2021
Designation:	Associate
Place of Posting:	Jaipur
CTC:	INR 4,50,000/- (Rupees Four Lakh Fifty Thousand Only/-)

Please refer "Annexure A" for details of the remuneration and other allowances.
The formal employment letter will be issued on the Date of Joining as per Company's standard process.
The Date of Joining and Training Date may vary as per the Date of Exams.
Your appointment to employment will be based on your performance during the internship and training period, *inter alia*.

The following are the key indicators to measure the performance:

- Attendance
- Behavior
- Attitude
- Job Knowledge
- Active Contributor in the Project
- Work Performance
- Learning Ability
- Communication

We look forward to have you as a part of Celebal Tech family.

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

Zoho Sign Document ID: ZFBMCEZMZPGIYRB5X7SSFA-HSLX9ZXUGR8QI8VKDKOP

Best Regards,



Tejal Mangal
Sr. Executive
Human Resources

Acceptance:
The above terms and conditions have been read and understood and the same are hereby accepted as the terms of my employment in the company. I understand that my employment is contingent upon my performance and completion of my graduation and subsequent communication of the same to the Company.

(Signature)
Name: Ankit Sharma

Date: Nov 01 2020 18:39 IST

Annexure A

Date of Offer: 1st August 2021

Term Sheet:

Set forth below is the outline of the management compensation, terms and conditions by which the undersigned agree to abide.

The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed in any manner or form, directly or indirectly inside or outside the company without the company's consent.

Date: 28-Oct-2020
Name: Ankit Sharma
Company: Celebal Technologies Private Limited
Position: Associate

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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Compensation Scheme:

	(figures in Rs./Yr)
Element	**Current**
Basic	₹ 2,13,536
HRA	₹ 73,414
PF (12% of Basic-Employee)	₹ 21,600
Fixed/Other Allowance	₹ 86,922
Total Fixed Cash	₹ 3,95,472
PF (12% of Basic-Employer)	₹ 21,600
Total Fixed Compensation	₹ 4,17,072
Other Compensation Benefits	
Health Benefit (Medical)	₹ 2,928
Variable Pay	
Bonus (To be paid Quarterly)	₹ 30,000
Total Cost to Company per month	₹ 41,666
Total Cost to Company per year	₹ 4,50,000

Notes:

Basic	Paid on Monthly basis and is subject to tax, as per applicable law.
HRA	Provided to meet the cost of accommodation and is calculated at 40% of basic. It is paid on monthly basis and is subject to tax.
Other & Fixed Allowance	It is paid on monthly basis. This element has no linkage to any component of compensation and is subject to tax.
Medical	It is a benefit provided by the company. The coverage includes health and accidental insurance. The coverage for accidental insurance is 10L and for health insurance is 4L.
PF	As per the employee P.F. Act 1952, an employer is required to contribute minimum 12% of basic salary to EPF and the equal amount will be deducted as employee contribution from employee's monthly payroll.
Bonus	The objective of quarterly bonus is to incentivize employees to achieve specific pre-determined goals. The performance evaluation will be done on quarterly basis. The first quarter bonus will be pro-rated basis from Date of Joining. This is subject to management discretion and can be revised from time to time. Payout of bonus is completely subjected to tax.

Sincerely,
For Celebal Technologies:

Tejal

Tejal Mangal
Sr. Executive
Human Resources

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

Candidate ID: 2564466 /345057,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Ankush Pokharna,

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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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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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 /345057,

09/05/2021,

Ankush Pokharna,
Rajasthan , India

Confidential

Dear Ankush Pokharna,

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 **09/19/2021** (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

Ankush Pokharna,

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

Ankush Pokharna,

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-2021, 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: Ankush Pokharna

Date: 09/05/2021

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

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:

Dr. Mahesh Bundele
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Director
Poornima College of Engineering
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Sitapura, JAIPUR

Cognizant

07-Feb-2021
Anubhav Srivastava
B.Tech/B.E. Computer Science & Engineering
Poornima College of Engineering_ Jaipur

Dear Anubhav,

Further to our offer for the position of Programmer Analyst Trainee and in response to your confirmation into the Internship opportunity we had extended, we are pleased to offer you an **Internship** with us for **a period of 3 to 6 months**, during which you will be offered a stipend Amount of **INR 12000/-** per month based on the Internship performance and completion.
Actual Internship dates and duration would be based on the business demand aligned skill tracks offered to you and would be shortly communicated to you.
Cognizant Internship being a pre joining skill and capability development program, it would form a critical part of your employment with Cognizant.
You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The performance during Internship would be monitored through formal evaluations.
The Cognizant Internship completion would qualify as the entry criteria to your post joining training program and would be used as basis towards your allocation to projects/roles.
Prior to joining Cognizant, you must successfully complete the prescribed Internship program. In event of non-completion of the Internship, Cognizant may at its sole discretion revoke this offer of employment.
Please also note that:

- The Internship Training will be done from Monday through Friday for 8 hours from 9 am to 6 pm (IST).
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with attendance requirements. Pre-approvals are to be sought towards unavoidable leave or break requests from the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship**.**
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship plan
- Cognizant reserves clauses regarding IT infra if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant GenC program terms and conditions from time to time

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority.
You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa

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- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.
We wish you good luck.
Yours sincerely,
For **Cognizant Technology Solutions India Pvt. Ltd.,**



Suresh Bethavandu
Global Head-Talent Acquisition

I accept the terms and conditions of the offer as mentioned above.

Signature: **Date:**



Candidate ID: 2564466 /345995,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Anushka Tiwari,

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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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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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: 2564466 /345995,

09/05/2021,

Anushka Tiwari,
Rajasthan , India

Confidential

Dear Anushka Tiwari,

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 **09/19/2021** (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

Anushka Tiwari,

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

Anushka Tiwari,

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-2021, 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: Anushka Tiwari,

Date: 09/05/2021

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

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

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
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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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17/11/2020

Dear **Archit jindal,**

We are pleased to offer you a **6 Months** Internship with Verzeo Edutech Pvt. Ltd. "At-will basis" which can be extended. Please find the following confirmation of your Internship:

Training Date: **26/01/2021** to **04/02/2021**

Internship Start Date : **05/02/2021**
Internship End Date: **05/08/2021**

Your job title will be **"Business Development Intern"** Your scope of responsibilities will include those for which you are engaged, as well as any other duties given to you by your reporting manager from time to time. By accepting this internship offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms. You are also required to substantially use all of your time and effort to perform these tasks during business hours and such reasonable additional time as may be necessary.

You will be eligible for a stipend of INR ₹15,000 per month and INR ₹10,000 as incentives for the period with statutory deductions as per the company policies & performance. As an intern you will not receive any of the employee benefits that regular employees receive. **During the internship period, the company will have all the rights, to terminate your services without offering any reason and you are required to give 15 days' notice should you wish to terminate your internship before the end of your tenure.**

By accepting this offer of Internship, you acknowledge that you will keep all of this information strictly confidential and refrain from using it for your own purpose or from disclosing it to anyone outside of the Company. In addition, you agree that, upon conclusion of your tenure, you will immediately return to the Company all of its property, equipment and documents including electronically stored information.

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By accepting this internship offer letter, you agree that throughout your internship, you will observe all policies and practices governing the conduct of our business and employees. This letter sets forth the complete offer we are extending to you, and supersedes and replaces any prior inconsistent statements or discussions. **Official communication either within the company or outside the company should be through the company Email of your manager only.**

To indicate your acceptance, please mail the signed and scanned soft copy the training Offer Letter and the documents as mentioned below to the <hr@verzeo.in> within **2 working days from the receipt of this mail. The offer shall stand** automatically withdrawn without further action on the part of **VERZEO EDUTECH if we do not receive your acceptance as per the mentioned timeline.**

Working Hours: 9 Hours a day (Inc. Lunch Break)
Job Type: Full Time Internship
Revenue Target: INR 220000/-
Location: Bangalore.

Acceptance of the Candidate:

I have read and understood the above terms and conditions and I accept this offer, as set forth above, with Verzeo Edutech, and will report on or before 26/01/2021.

SIGNATURE: _____ DATE: _____

(Candidate's Signature)

With Regards,
Ranjitha KP
VP – Human Resources,
Verzeo Edutech Pvt. Ltd.

Dr. Mahesh Bundele
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Director
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Annexure-1

Sl. No	Particulars
1.	Professional / Educational Certificates and Mark Sheets towards: ● 10th standard or equivalent examination ● 12th standard or equivalent examination ● Graduation ● Post-graduation / Doctorate Other relevant educational or skill certifications
2.	COLOR SCANNED COPY OF YOUR PHOTOGRAPHS
3.	PAN Card, Voter ID or Driving Licence Scanned Copy.
4.	**Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.**

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Candidate ID: 2564466 /345669,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Arya Sinha,

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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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 /345669,

09/05/2021,

Arya Sinha,
Rajasthan , India

Confidential

Dear Arya Sinha,

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 **09/19/2021** (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

Arya Sinha,

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

Arya Sinha,

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-2021, 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: Arya Sinha,

Date: 09/05/2021

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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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Director
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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Candidate ID: 2564466 /345082,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Aryan Porwal,

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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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 /345082,

09/05/2021,

Aryan Porwal
Rajasthan , India

Confidential

Dear Aryan Porwal,

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 **09/19/2021** (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

Aryan Porwal

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

Aryan Porwal

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-2021, 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: Aryan Porwal

Date: 09/05/2021

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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
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Director
Poornima College of Engineering
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Sitapura, JAIPUR

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17/11/2020

Dear **Aishwarya Sharma,**

We are pleased to offer you a **6 Months** Internship with Verzeo Edutech Pvt. Ltd. "At-will basis" which can be extended. Please find the following confirmation of your Internship:

Training Date: **26/01/2021** to **04/02/2021**

Internship Start Date : **05/02/2021**
Internship End Date: **05/08/2021**

Your job title will be **"Business Development Intern"** Your scope of responsibilities will include those for which you are engaged, as well as any other duties given to you by your reporting manager from time to time. By accepting this internship offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms. You are also required to substantially use all of your time and effort to perform these tasks during business hours and such reasonable additional time as may be necessary.

You will be eligible for a stipend of INR ₹15,000 per month and INR ₹10,000 as incentives for the period with statutory deductions as per the company policies & performance. As an intern you will not receive any of the employee benefits that regular employees receive. **During the internship period, the company will have all the rights, to terminate your services without offering any reason and you are required to give 15 days' notice should you wish to terminate your internship before the end of your tenure.**

By accepting this offer of Internship, you acknowledge that you will keep all of this information strictly confidential and refrain from using it for your own purpose or from disclosing it to anyone outside of the Company. In addition, you agree that, upon conclusion of your tenure, you will immediately return to the Company all of its property, equipment and documents including electronically stored information.

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By accepting this internship offer letter, you agree that throughout your internship, you will observe all policies and practices governing the conduct of our business and employees. This letter sets forth the complete offer we are extending to you, and supersedes and replaces any prior inconsistent statements or discussions. **Official communication either within the company or outside the company should be through the company Email of your manager only.**

To indicate your acceptance, please mail the signed and scanned soft copy the training Offer Letter and the documents as mentioned below to the <hr@verzeo.in> within **2 working days from the receipt of this mail. The offer shall stand** automatically withdrawn without further action on the part of **VERZEO EDUTECH if we do not receive your acceptance as per the mentioned timeline.**

Working Hours: 9 Hours a day (Inc. Lunch Break)
Job Type: Full Time Internship
Revenue Target: INR 220000/-
Location: Bangalore.

Acceptance of the Candidate:

I have read and understood the above terms and conditions and I accept this offer, as set forth above, with Verzeo Edutech, and will report on or before 26/01/2021.

SIGNATURE: _____ DATE: _____

(Candidate's Signature)

With Regards,
Ranjitha KP
VP – Human Resources,
Verzeo Edutech Pvt. Ltd.

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Annexure-1

Sl. No	Particulars
1.	Professional / Educational Certificates and Mark Sheets towards: ● 10th standard or equivalent examination ● 12th standard or equivalent examination ● Graduation ● Post-graduation / Doctorate Other relevant educational or skill certifications
2.	COLOR SCANNED COPY OF YOUR PHOTOGRAPHS
3.	PAN Card, Voter ID or Driving Licence Scanned Copy.
4.	**Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.**

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POORNIMA GROUP
Achieving Excellence Together

Training & Placement Office <tpo@poornima.org>

Fwd: Infosys Certification: You have received a job offer for Power Programmer role

Ayush PCE/17/CS/036 <2017pcecs036ayush.jha@poornima.org> Fri, May 21, 2021 at 5:38 PM
To: Training & Placement Office <tpo@poornima.org>

---------- Forwarded message ---------
From: **InfyTQ** <InfyTQ@infosys.com>
Date: Mon, 15 Mar, 2021, 7:49 pm
Subject: Infosys Certification: You have received a job offer for Power Programmer role
To: 2017pcecs036ayush.jha@poornima.org<2017pcecs036ayush.jha@poornima.org>

Dear Ayush Jha,

Thank for participating in the Infosys Certification program.

Congratulations! You have cleared the interview round to receive a final job offer for Power Programmer role through the Infosys Certification upgrade test.

Please note, this is a conditional job offer subject to your background verification. If falsification of data is detected during the background verification process, Infosys will revoke the job offer made to you.

In case of any queries, please contact your placement office or write to us at InfyTQ@infosys.com.

We will share the joining process with you in the due course of time. We look forward to welcome you into our Infosys family

Best regards,

Talent Acquisition

Infosys

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Director
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2 attachments



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Director
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Sitapura, JAIPUR

Candidate ID: 2564466 /345941,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Ayushi Oswal,

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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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 /345941,

09/05/2021,

Ayushi Oswal,
Rajasthan , India

Confidential

Dear Ayushi Oswal,

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 **09/19/2021** (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

Ayushi Oswal,

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

Ayushi Oswal,

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-2021, 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: Ayushi Oswal,

Date: 09/05/2021

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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
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Sitapura, JAIPUR

Offer: Computer Consultancy
Ref: TCSL/CT20203477762/Delhi
Date: 09/01/2021

Mr. Bhavesh Mathur,
Jaipur-302020,
Rajasthan.

Dear Bhavesh Mathur,

Sub: Letter of Offer

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

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

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

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

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

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

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

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

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

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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 TCS Xplore Programme.

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

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

OTHER BENEFITS

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

HIS offers the following benefits:

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1. **Basic Cover**

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

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

2. **Higher Hospitalisation**

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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

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RETIRALS

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

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

TERMS AND CONDITIONS

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

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

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

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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

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

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

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

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

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

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

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

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. 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.

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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

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

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

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 0
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs

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Director
Poornima College of Engineering
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Sitapura, JAIPUR

including termination of traineeship/service without notice.

19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
*Passport
*NSR E-Card

20. TCS Xperience Program

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

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

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

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

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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24. Data Privacy Clause:

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

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

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

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

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

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

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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 TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Bhavesh Mathur,**
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	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
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	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

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

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

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

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

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

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

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Annexure 2

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

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Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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

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

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

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

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

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9. Equitable Rights

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

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. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

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

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

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

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Candidate ID: 2564466 /345881,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Charvi,

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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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 /345881,

09/05/2021,

Charvi,
Rajasthan , India

Confidential

Dear Charvi,

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 **09/19/2021** (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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Sitapura, JAIPUR

Annexure - A

Charvi,

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

Charvi,

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-2021, 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: Charvi,

Date: 09/05/2021

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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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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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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Training & Placement Office <tpo@poornima.org>

Fwd: Welcome to Synoriq | Letter of Intent | Deepanshu

Deepanshu PCE/17/CS/044 <2017pcecsdeepanshu044@poornima.org> Mon, Jan 4, 2021 at 9:44 AM
To: Training & Placement Office <tpo@poornima.org>

---------- Forwarded message ---------
From: **Aakanksha Maheshwari** <hr@synoriq.in>
Date: Wed, 30 Dec 2020 at 10:27
Subject: Welcome to Synoriq | Letter of Intent | Deepanshu
To: <2017pcecsdeepanshu044@poornima.org>

Dear Deepanshu,

Congratulations!

I'm pleased to announce that Synoriq would like to extend an offer of employment to you, for the role of **Trainee Software Engineer**.

The details of the offer, salary breakup, employee annexure, and joining date would be communicated to you in due course of time, after post successful completion of your final semester degree/diploma examination.

This position will be a full-time opportunity, and you will be expected to work 6 days a week (9 hours a day). The **CTC compensation package** will be **Rs. 3.74 LPA** after a year, during one year of the time the compensation will be as follows:

First six months- INR 15,800 CTC per month

Next six months- INR 20,800 CTC per month

As a member of Synoriq family, you will be expected to abide by company policies which will be presented to you in the offer letter at the time of joining. You will also be expected to sig

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Employee Annexure, which will be enclosed in the offer letter.

Please accept our offer by reverting on the same thread and keep the following documents ready for the joining:

1. Aadhaar Card
2. PAN Card
3. Passport

If you have any further questions, feel free to contact me. I look forward to your confirmation by **5 Jan 2021.**

Note:

*- Those who are eligible for 6 months of internship (starting from Jan 2021) will have a different profile (**Tech Intern**) and stipend during the internship, INR 6,000*
- Those who cannot be part of Internship they have to go with Unlock Synoriq Program (batch-wise)
- We will provide you the Offer Letter, after your last semester examinations/ externals
- Bond agreement will be of 6 months, so as the grooming period
- Employee is not allowed to take leaves in grooming period if one takes then training period will increase by the same number of days
- After the grooming period is confirmed everyone will have 3 months notice period

Thanks & Regards

Aakanksha Maheshwari

HR Manager

Synoriq R&D Pvt. Ltd.

Mobile: +91-7976724407

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Fwd: Infosys Certification: You have received a job offer for Power Programmer role

Deval PCE/17/CS/045 <2017pcecsdeval.sethi045@poornima.org >
Fri, May 21, 2021 at 5:38 PM To: Training & Placement Office <tpo@poornima.org>

---------- Forwarded message ---------
From: **InfyTQ** <InfyTQ@infosys.com>
Date: Mon, 15 Mar, 2021, 7:49 pm
Subject: Infosys Certification: You have received a job offer for Power Programmer role
To: 2017pcecsdeval.sethi045@poornima.org<2017pcecsdeval.sethi045@poornima.org>

Dear **Deval Sethi**,

Thank for participating in the Infosys Certification program.

Congratulations! You have cleared the interview round to receive a final job offer for Power Programmer role through the Infosys Certification upgrade test.

Please note, this is a conditional job offer subject to your background verification. If falsification of data is detected during the background verification process, Infosys will revoke the job offer made to you.

In case of any queries, please contact your placement office or write to us at InfyTQ@infosys.com.

We will share the joining process with you in the due course of time. We look forward to welcome you into our Infosys family

Best regards,

Talent Acquisition

Infosys

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2 attachments



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image001.jpg
15K

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Candidate ID: 2564466 /345061,

Date of Joining: 09/19/2021,

Joining Location: Chennai-PCT,

Designation: Analyst,

Dear Devam Tripathi,

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: **Current Employment(Immediate Previous)** 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) b) Payslips for last 3 months c) Form 16 d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date **Previous Employment** Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day
3.	**Education Documents** a) 10 Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate(If applicable) e) Any other relevant certificate
4.	**Proof of identity/ Address** a) PAN Card b) AADHAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills v) Gas card vi) Notarized Self Affidavit
5.	Passport size photographs(6 nos)
6.	**Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)** a) Form 16/Form 26AS b) Bank statement for 6 months 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 /345061,

09/05/2021,

Devam Tripathi,
Rajasthan , India

Confidential

Dear Devam Tripathi,

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 **09/19/2021** (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

Devam Tripathi,

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

Devam Tripathi,

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-2021, 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: Devam Tripathi

Date: 09/05/2021

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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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Director
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ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

Cognizant

17-Apr-2021
Divya Verma
B.Tech/B.E. Computer Science & Engineering
Poornima College of Engineering, Jaipur

Dear Divya Verma,

Further to our offer for the position of Programmer Analyst Trainee and in response to your confirmation into the Internship opportunity we had extended, we are pleased to offer you an **Internship** with us for **a period of 3 to 6 months**, during which you will be offered a stipend Amount of **INR 12000/-** per month based on the Internship performance and completion.
Actual Internship dates and duration would be based on the business demand aligned skill tracks offered to you and would be shortly communicated to you.
Cognizant Internship being a pre joining skill and capability development program, it would form a critical part of your employment with Cognizant.
You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The performance during Internship would be monitored through formal evaluations.
The Cognizant Internship completion would qualify as the entry criteria to your post joining training program and would be used as basis towards your allocation to projects/roles.
Prior to joining Cognizant, you must successfully complete the prescribed Internship program. In event of non-completion of the Internship, Cognizant may at its sole discretion revoke this offer of employment.
Please also note that:

- The Internship Training will be done from Monday through Friday for 8 hours from 9 am to 6 pm (IST).
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with attendance requirements. Pre-approvals are to be sought towards unavoidable leave or break requests from the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship**.**
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship plan
- Cognizant reserves clauses regarding IT infra if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant GenC program terms and conditions from time to time

At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority.
You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa

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- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.
We wish you good luck.
Yours sincerely,
For **Cognizant Technology Solutions India Pvt. Ltd.,**

Suresh Bethavandu
Global Head-Talent Acquisition

I accept the terms and conditions of the offer as mentioned above.

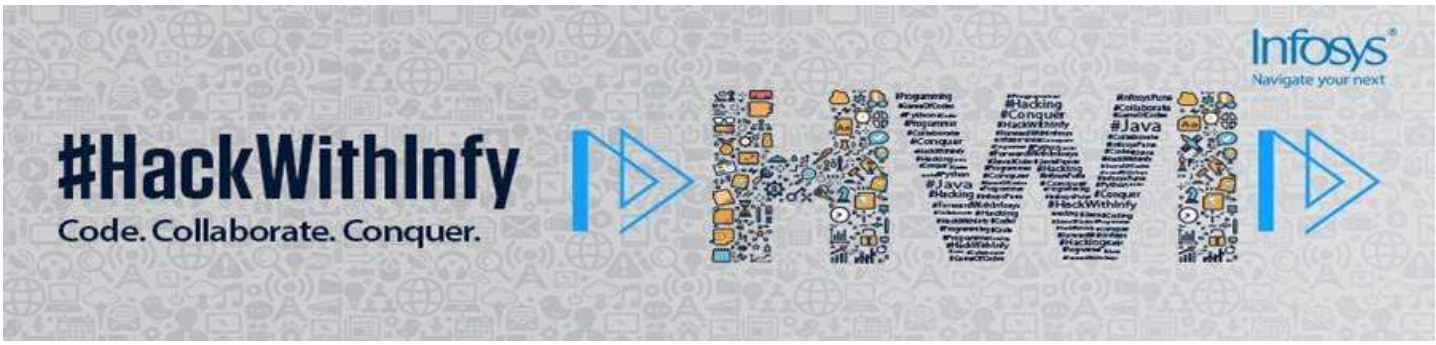
Signature: **Date:**

Dr. Mahesh Bundele
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Director
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Gmail Diwakar Vashisht <pce17cs051diwakar@poornima.org>

HackWithInfy 2020: Pre-placement Interview Results

HackWithInfy <HackWithInfy@infosys.com> Mon, Nov 23, 2020 at 5:48 PM
To: pce17cs051diwakar@poornima.org<pce17cs051diwakar@poornima.org>



Dear Diwakar Vashisht,

Hope you and your loved ones are doing well.

Thank you for participating in the pre-placement interview that was offered to you for your remarkable performance in HackWithInfy 2020. The evaluation for the pre-placement interview round has been completed.

Congratulations! You have been shortlisted for the Systems Engineer role at Infosys after successfully clearing the pre-placement interview round.

In case you have any query, please write to us at HackWithInfy@infosys.com. Please note, HackWithInfy related mails to any other Infosys email address will not be responded to.

We will share the joining process with you in the due course of time. We look forward to welcome you into our Infosys family.

Stay safe. Stay strong.

Warm regards,

Team HackWithInfy

Infosys Ltd.

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CELEBAL TECHNOLOGIES

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enterprisesales@celebaltech.com
www.celebaltech.com
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India: A-2 7th floor, UDB Corporate Tower, J.L.N. Marg, Jaipur

STRICTLY CONFIDENTIAL

Date: 28-Oct-2020
Name: Gaurav Somani
Location: Jaipur, India
Country: India

Subject: Letter of Intent ("LOI")

Dear Gaurav Somani,

By way of this LOI Celebal Technologies Private Limited ("Company") is pleased to share with you the proposed offer terms.

Proposed Confirmation Date as FTE:	1st August, 2021
Designation:	Associate
Place of Posting:	Jaipur
CTC:	INR 4,50,000/- (Rupees Four Lakh Fifty Thousand Only/-)

Please refer "Annexure A" for details of the remuneration and other allowances.
The formal employment letter will be issued on the Date of Joining as per Company's standard process.
The Date of Joining and Training Date may vary as per the Date of Exams.
Your appointment to employment will be based on your performance during the internship and training period, *inter alia*.

The following are the key indicators to measure the performance:

- Attendance
- Behavior
- Attitude
- Job Knowledge
- Active Contributor in the Project
- Work Performance
- Learning Ability
- Communication

We look forward to have you as a part of Celebal Tech family.

Dr. Mahesh Bundele
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Sitapura, JAIPUR

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Best Regards,



Tejal Mangal
Sr. Executive
Human Resources

Acceptance:
The above terms and conditions have been read and understood and the same are hereby accepted as the terms of my employment in the company. I understand that my employment is contingent upon my performance and completion of my graduation and subsequent communication of the same to the Company.

(Signature)
Name: Gaurav Somani

Date: Nov 01 2020 18:39 IST

Annexure A

Date of Offer: 1st August 2021

Term Sheet:

Set forth below is the outline of the management compensation, terms and conditions by which the undersigned agree to abide.

The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed in any manner or form, directly or indirectly inside or outside the company without the company's consent.

Date: 28-Oct-2020
Name: Gaurav Somani
Company: Celebal Technologies Private Limited
Position: Associate

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
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Compensation Scheme:

	(figures in Rs./Yr)
Element	**Current**
Basic	₹ 2,13,536
HRA	₹ 73,414
PF (12% of Basic-Employee)	₹ 21,600
Fixed/Other Allowance	₹ 86,922
Total Fixed Cash	₹ 3,95,472
PF (12% of Basic-Employer)	₹ 21,600
Total Fixed Compensation	₹ 4,17,072
Other Compensation Benefits	
Health Benefit (Medical)	₹ 2,928
Variable Pay	
Bonus (To be paid Quarterly)	₹ 30,000
Total Cost to Company per month	₹ 41,666
Total Cost to Company per year	₹ 4,50,000

Notes:

Basic	Paid on Monthly basis and is subject to tax, as per applicable law.
HRA	Provided to meet the cost of accommodation and is calculated at 40% of basic. It is paid on monthly basis and is subject to tax.
Other & Fixed Allowance	It is paid on monthly basis. This element has no linkage to any component of compensation and is subject to tax.
Medical	It is a benefit provided by the company. The coverage includes health and accidental insurance. The coverage for accidental insurance is 10L and for health insurance is 4L.
PF	As per the employee P.F. Act 1952, an employer is required to contribute minimum 12% of basic salary to EPF and the equal amount will be deducted as employee contribution from employee's monthly payroll.
Bonus	The objective of quarterly bonus is to incentivize employees to achieve specific pre-determined goals. The performance evaluation will be done on quarterly basis. The first quarter bonus will be pro-rated basis from Date of Joining. This is subject to management discretion and can be revised from time to time. Payout of bonus is completely subjected to tax.

Sincerely,
For Celebal Technologies:

Tejal Mangal
Sr. Executive
Human Resources

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