



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

**Superset ID: 967699**

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

Dear Abhishek Parsodkar,

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

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

## ANNEXURE 1

**Abhishek Parsodkar**

**Analyst and A4**

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Effective 1<sup>st</sup> July 2022, (irrespective of your probation status, except for probation non-confirmation), your all-inclusive compensation will be revised to **INR 4,00,000/- (Rupees Four Lakh only)**. Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment.

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

To,  
Mr / Ms. Rashmi Bodade,  
Wardha Maharashtra.

Date: 01.09.2023

Subject: Appointment as Assist. Manager Engineering.

Dear Mr / Ms. Rashmi,

This is with reference to your application and subsequent interview you had with us; we are pleased to offering you employment as Assist. Manager Engineering with effect from 01<sup>st</sup> September 2023 issuing this Appointment letter subject to your acceptance of the following terms and conditions:

1. **Place of work:** Your place of work will be at Head Office. Your duties may be varied from time to time and your services are liable to be transferred either temporarily or permanently, to any one of our subsidiaries/associated companies in India, at the entire discretion of the company in the event of a transfer, you would be governed by the terms and conditions applicable to your category of employees at the place of transfer unless otherwise specified in writing.

Annexure A

1. **Probation:**

The initial period of probation will be six months, but the Management reserves the right to extend this period, if necessary. If at the end of the period of probation you are found suitable, your appointment will be confirmed by us in writing.

2. **Full Time Employment:**

Your position is a whole time employment with the Company and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Management of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

3. **Confidentiality:**

You will not, at any time, during the employment or after, without the consent of the Management disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs or administration or research carried out, whether the same is confided to you or becomes known to you in the course of your service or otherwise.

4. **Intellectual Property:**

If you conceive any new or advanced method of improving designs/ processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.

**5. Responsibilities & Duties:**

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

**6. Past Records:**

This letter of appointment is based on the information furnished in your application for employment and during the interviews you had with us. If any declaration given, or information furnished by you, to the company proves to be false, or if you are found to have wilfully suppressed any material information, in such cases, you will be liable to removal from services without any notice.

**7. Termination of Employment:**

During the probationary period and any extension thereof, your services may be terminated without giving any notice or salary in lieu thereof. However, on confirmation the services can be terminated from either side by giving one month (30 days) notice or salary in lieu thereof.

Upon resignation/termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

Upon resignation/termination of employment, you will also return all company property, which may be in your possession.

Notwithstanding the above condition, the contract of service may also be terminated because of under mentioned stipulations. This will be without payment of any compensation.

1. Data Violation
2. Inability to achieve individual success criteria to the lowest of 40%
3. Inability to work in a team environment
4. Inability to enhance the personal capabilities, speed of work etc.
5. False Commitment to client, subcontractors or superiors
6. Providing false data/reports/imaginary stuff/ hypothetical plans or commitments.
7. Irregularity in reporting and attendance
8. Distractions from the work assigned
9. Financial frauds (such as providing false bills, false expenses, false transactions etc.)
10. Insubordination with higher authorities
11. NCNS (No Call No Show), Lack of focus, casual approach etc.
12. Regular Non Performance, Unscrupulous behaviour towards fellow employees.
13. Creating confusions in process and making delays
14. Fights, Complaints, quarrels, Using Abusive Language, etc.
15. Dual Employment, Sexual Harassment

Though in all aspect Employee is Good and Performing enough if he caught any one of mentioned above he will terminate.

**8. Authority:**

No authority is vested upon you to make any financial commitment and enter into agreements/contracts/understandings of any nature with any second party and third party without seeking the prior permission/approval of the management. Any violation to exceed your specified authority as mentioned will be seriously viewed and disciplinary/appropriate legal action will be taken.

**9. Data Protection:**

During your employment by virtue of your position and nature, Company understands that you will acquire or be part of any exercise where you will have access to exclusive/non-exclusive confidential information including, but not limited to, information acquired from other employees; trade secrets; strategic plans; invention plans and disclosures; customer information; Computer programs; software codes; databases; suppliers; software; distribution channels; marketing studies; intellectual property;

information relating to process and products, designs, business plans, business opportunities, marketing plans, finances, research, development, know-how or personnel; confidential information originally received from third parties; information relating to any type of technology, access to the software code, servers, router details, architectural information's, development configurations, future development scopes, product comparison with competitors, product walkthrough, product development plans and projections, data base of customer data, database of the customer, emails/ email servers, marketing data, sales projections, financial projections, financial stability map of the company, customer data, relationship credential with customers and all other material whether written or oral, tangible or intangible, shall be deemed "Confidential Information".

With signing this Letter, you undertake, agree, and confirms the following:

**9.1. Restrictions and Exceptions:**

You agree to maintain the confidentiality of the Confidential Information and to prevent its unauthorized dissemination or use during the period of the employment and for a period of three (3) Years from the Separation from the organization.

**9.2. Non-Disclosure:**

You expressly agrees that, you shall not use Confidential Information provided by the Company in the development or delivery or for personal gain from providing of any products or services for his/her own account or for the account of any third party. You shall protect the Confidential Information by using the utmost degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information.

**9.3. Ownership of Confidential Information:**

All Confidential Information, and all material items delivered by the Company to the you, remains the property of ProVatsalya Consulting Services Pvt Ltd. and no license or other rights in the Confidential Information are granted to the you by this Letter or by the act of disclosure. You also agree not to possess any confidential data as mentioned above in any from whether physical, copied, scanned, reprography or stored in any other form or manner.

**9.4. Non-Solicitation:**

During the term of your employment and for a period of Three (3) years from the termination of Period, you agree that, you will not directly or indirectly, on its own behalf or in the service or on behalf of others, in any capacity:

Induce or attempt to induce any employee of the Company or any affiliate to leave the employment of the Company or such affiliate, or in any way interfere with the relationship between the Company or any subsidiary and any employee thereof, or

Induce or attempt to induce any customer, supplier, licensee or other business relation of the Company or any affiliate to cease doing business with the Company or such affiliate, or in any way interferes with the relationship between any such customer, supplier, licensee or Business relation and the Company or any affiliate.

**9.5. Non-Compete:**

You acknowledge that in the course of your employment with the Company and its affiliates you will become familiar with the Company's and its affiliates trade secrets and with other confidential information concerning the Company and its affiliates and that your services have been and will be of special, unique and extraordinary value to the Company and its affiliates You therefore hereby agree that, during the Employment Period and (i) in the case of termination for Cause or resignation, for Three (3) years thereafter and (ii) in the case of termination by the Company and its affiliates without Cause, during



the period in which you receives payments of Salary (the "Non-compete Period"), you shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or in any manner engage in any business competing with the businesses of the Company or its subsidiaries as such businesses exist or are in process on the date of the termination of your employment, within any geographical area in which the Company or its subsidiaries engage or plan to engage in such businesses.

**9.6. Return of Confidential Information:**

Upon termination of this Agreement by either party for any reason, or if requested by the Company at any time thereafter, you shall return to the Company all confidential information including, but not limited to, documents, books, manuals, lists, records, publications or other materials, whether in written, electronic or other form, passwords, keys, credit cards, equipment, or other articles that came in your possession in connection with the employment by the Company and shall not maintain any copies or duplicates without the prior written approval of the Company.

**10 Leave Entitlement:**

Your entitlement of leave will be as per company Policy and guidelines if Applicable to you.

**11 Increment:**

Future Increments, linked to performance annual review as may be decided by the Management Policy based on performance of individuals, team and company will be at the Mention KRA / KPI's of the Individuals Increments will depend on:

- a) The financial results of the Company and that of your Department; and
- b) Your individual performance.

**12 Performance Linked Reward:**

You will be considered for Performance linked reward for each financial year (April to March), as decided by the Management, based on Company / Group / Business Unit performance and your own individual performance.

Payment of performance Linked Reward amount shall be forfeited for the employees who resign and / or are serving notice period on or before the date of payment.

This is as per present reward guidelines, which are reviewed for change from time to time.

**13 (KRA/KPI's):**

You will be briefed about these KRA/KPI's separately & may be change time to time as per requirement. Following contributions and achievements in various areas of this role are expected. Here are some criteria to be consider while next salary revise (After completing probation period) which shall be presented in a measurable matrix form. (Annexure C).

**14. Salary / Stipend:**

Details of Salary / Stipend, perquisites & benefits are as mentioned in The Attached Annexure "B"

<b>M/s. Vgeotech Experts Private Limited</b>			
Plot No 47 Parvati Housing Societies, Mayur Park, Harsul, Chhatrapati Sambhajnagar Maharashtra.			
Name: Rashmi Bodade.			
Department: Assist. Manager Engineering.			
<b>Salary Break Up</b>			
Monthly Gross Salary	12000		
Components in Salary	Percentage	Per Month	Per Annum
Basic Salary	60%	7200	86400
HRA (Calculated on Basic)	40%	2880	34560
Conveyance Allowance (Fixed)		1000	12000
Performance Allowance		920	11040
<b>Total Gross Salary</b>		<b>12000</b>	<b>144000</b>
PF Contribution by Employee (On Basic)	12%	864	10368
ESI Contribution by Employee (On Gross)	0.75%	90	1080
PT		200	2400
<b>Total Deduction</b>		<b>1154</b>	<b>13848</b>
<b>Net Salary</b>		<b>10846</b>	<b>130152</b>
Employer PF Contribution (with Admin Charges)	13%	936	11232
Employer ESIC contribution	3.25%	390	4680
<b>CTC (Gross + Employer PF + ESIC)</b>		<b>13326</b>	<b>159912</b>

For, Vgeotech Experts Private Limited.

*Rashmi Bodade*



Authorized Signatory



**Private & Confidential****Name: Ms. Deepali Ghadia****Date: 24/08/2023****Address:**

Dhanvantari Nagar,  
Warud, Wardha 442102


**Offer Letter**

Dear Deepali,

Shubhchintak Technology Private Limited is thrilled to bring you on board as **"Backend Developer"**

We're just a few formalities away from getting down to work. Please take the time to review our formal offer. It includes important details about your compensation, benefits, and the terms and conditions of your anticipated employment with Shubhchintak Technology Private Limited.

**Shubhchintak Technology Private Limited** is offering a full time position for you as a Backend Developer, reporting to immediate manager starting tentatively on **4th September, 2023** at Mumbai.

 +91 8956235570 hello@shubhchintak.co Office No. 1, Sunshine Heights,  
Near Rly. Station, Nallasopara East,  
Palghar-401209, India

In this position, Shubhchintak Technology Private Limited is offering to start you at a pay rate of ₹3,60,000/- per year. Please indicate your agreement with these terms and accept this offer by signing.

The Offer stands cancelled in case of any deviations in information or if you fail to report to us on or before the pre-decided date. We should assume that you have not accepted this job offer if we do not receive any acceptance mail from you.

**Check List:**

List of soft copies required to be sent before joining;

1. Original marksheets/ certificates/ documents to support your education and experience.
2. Id/ address proof (PAN/DL/Voters ID etc.).
3. Relieving letter of previous organization, if applicable.
4. Latest salary slips of last organization.
5. Form 16 or any Income tax details of previous employee.
6. Latest passport size photographs.



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**EMPLOYEE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is entered into as of 04/09/2023 ("Effective Date"), Shubhchintak Technology Private Limited, and Deepali Ghadia (hereinafter, the "Employee").

**WHEREAS**, the Company and the Employee (hereinafter referred to as the party and/or the parties) are entering into an arrangement for Employee to perform services for Company which may require Company to disclose confidential and proprietary information ("Confidential Information ") to Employee; **NOW, THEREFORE**, in consideration of the promises recited herein, each party hereto agrees to disclose and to receive information as applicable in a manner consistent with the following provisions:

1. "Confidential Information" shall mean any and all information, know-how and data, technical or non-technical, or description concerning any matters affecting or relating to Employee's services for Company, the business or operations of Company, and/or the products, drawings, plans, processes, or other data of Company disclosed or provided by Company to the Employee, whether disclosed or provided in oral, written, graphic, photographic, electronic or any other form.
2. The Employee agrees to:
  - a. Hold the Confidential Information received from Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others;
  - b. Not disclose or divulge either directly or indirectly the Confidential Information to

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Palghar-401209, India

others unless first authorized to do so by Company.

c. Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Company.

d. Employee will, upon the request or upon termination of his/her relationship with Company, deliver to Company any drawings, notes, documents, equipment, and materials received from Company or originating from its activities for Company.


3. Company shall have the sole right to determine the treatment of any information that is a part or project specific received from Employee, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as Company may deem appropriate.

4. The Employee agrees not to file any patent applications claiming any information, developments, discoveries, technologies, inventions and the like arising from the use of Confidential Information or that could not have been made, developed or discovered but for access to Confidential Information.

5. Should any court of competent jurisdiction later consider any provisions of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement is in accordance with the intentions of the parties.

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6. Nothing in this Agreement shall be construed as a promise of continued employment for any specific period.
7. Nothing in this Agreement modifies or alters the 'at-will' nature of employee's employment.
8. Violation of this Agreement will subject Employee to disciplinary action according to Employer's disciplinary policy, task completion, up to and including termination.
9. You would not be joining any similar line of business as Shubhchintak Technology Private Limited for a Year from the Appointment date.
10. As agreed orally during the time of appointment that you would not be joining any similar line of business as Shubhchintak Technology Private Limited for a Year from the Appointment date.
11. We discourage outside employment(moonlighting) will be terminated without notice.

### **ATTENDANCE & WORKING HOURS POLICY**


#### **Objective:**

To plan the working hours of the employee in order to meet the work load and to ensure optimum utilization of Human Resources.

To provide a process for recording working hours and ensure that employees

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follow the guidelines for working hours.

**Scope:**

This policy is applicable to all full-time Staff employees, consultants and trainees at all locations.

**Flexible Hour for entry:**

Employees need to complete Nine (9) hours from the time of entry. A grace period of 15 minutes maximum for late coming max for 3 working days or half day. Early leaving is allowed for three (3) days in a calendar month. Any additional day(s) over and above three (3) days, will be considered as half day absence. The employees must apply for this/these half day(s) absence as leave(s).

**Reporting Time: 9:00 AM****Weekly Off:**

Offices will have weekly off on Sunday.



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**Recording of Attendance:**

- The attendance will directly be linked to Payroll.
- Any missing attendance record will be treated as leave/loss of pay as the case may be.
- Exception cases to be approved by the Managers.

The preceding has been agreed to and accepted by each party whose signatures appear below.

**Agreed:****(Shubhchintak Technology Private Limited)****[Deepali Ghadia]****Signature**

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## **APPOINTMENT LETTER**

January 23, 2022

Dear Shreya Pistulkar,

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

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

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

### **2. Compensation:**

You will be eligible for:

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

relevant criteria.

### 3. Other Benefits:

You will also be eligible for:

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

### 4. Responsibilities:

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

### 5. Conflict of Interest:

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

## 6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

## 7. Assignment of Intellectual Property

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

## 8. Non-Compete

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

## 9. General:

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

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

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

and 60% in post-graduation.

v. You have any pending backlogs/ arrears on the date of appointment.

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

#### **10. Training Agreement:**

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

#### **11. Notice Period & Termination:**

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

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

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

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

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

Yours sincerely,  
For **Wipro Limited**,



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

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

I shall be reporting for duty on

#### **ANNEXURE I**

### **DECLARATION ON CONFLICT OF INTEREST**

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

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

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

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

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

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

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

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: [polycycleclearinghouse@wipro.com](mailto:polycycleclearinghouse@wipro.com).
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
  - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
  - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
  - c. Unauthorized disclosure or communication of UPSI.
  - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on



the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to [policyclearinghouse@wipro.com](mailto:policyclearinghouse@wipro.com).

## ANNEXURE II

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

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

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

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

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

## ANNEXURE III

### SALARY OFFER SHEET

**Name: Shreya Pistulkar**

**Position: Project Engineer**

**Career Group: TRB - II**

You shall receive salary as detailed below.

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

**Total Cost to Company per annum****3,50,004**

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

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

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

#### ANNEXURE – IV

##### Bonus Details

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

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

Please note the terms and conditions:

I. The special bonus is subject to:

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

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

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

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

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

VI. You shall keep the contents of this letter confidential

## **ANNEXURE – V**

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

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

## **ANNEXURE – VI**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax

exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

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

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

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

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

## **4. Education Allowance:**

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

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

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

## **Retirement Benefits:**

It consists of:

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

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

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

### **Travel**

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

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

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
  - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

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

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

#### Medical

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

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

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

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

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

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

#### Survivor Benefit Pension Program\*\*:

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

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

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

#### Loans:

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

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

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

## 1. Your Life and Accident Cover :

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

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

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

## 2. Voluntary Superannuation Policy (VSS)

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

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

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

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

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

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

Accept

Decline

**Signature** Shreya Pistulkar 23/1/2022 12:14 AM

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

Registered Office:

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

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com





## ANNEXURE

**Employee Name**                      **Abhijit N Chaudhari**  
**Designation**                         **Simulation Engineer**

Salary Breakup		Per Month		Per Annum	
Basic Pay	Basic	₹	14,142	₹	169,704
Choice Pay	HRA (1)	₹	5,657	₹	67,884
	Medical Allowance (2)	₹	1,250	₹	15,000
	Conveyance (3)	₹	1,600	₹	19,200
	Leave Travel Allowance (4)	₹	2,828	₹	33,936
	Special Allowances (5)	₹	2,807	₹	33,684
<b>Salary without Benefits Pay</b>				₹	<b>339,408</b>
Benefits Pay	EPF (6)	₹	1,697	₹	20,364
	Insurance (GH, GPA & GTLI) (7)	₹	2,083	₹	25,000
	Gratuity (8)	₹	-	₹	8,159
	Leave Encashment (9)	₹	-	₹	7,071
<b>Cost To Company</b>				₹	<b>400,002</b>

### Notes to Annexure :

- 1 House Rental Allowance is paid on a monthly basis and will be exempt from Income Tax to the extent as per HRA rules on submission of original bills and other necessary documents.
- 2 Medical Allowance is paid on a monthly basis and will be exempt from Income Tax to the extent of submission of original bills for self and immediate family (Spouse, children and parents).
- 3 Conveyance is paid on a monthly basis and will be exempt from Income Tax.
- 4 Leave Travel Allowance (LTA) is paid on a monthly basis subject to Income Tax deductions. You can avail the tax benefit on LTA according to the Income Tax rules upon submission of original travel expense proofs incurred by you, for self, spouse and children.
- 5 Special Allowance is paid on a monthly basis and it is fully taxable.
- 6 Statutory payment of PF will be paid on a monthly basis to Statutory Authorities.
- 7 Premium paid towards Group Medical Insurance for self(1) and dependents(5) upto Rs. 2,00,000 per annum and Personal accident cover upto Rs.15,00,000. It also cover Group Term Life Insurance. The premium amount is subject to change every year.
- 8 Gratuity will be payable on fulfillment of conditions of Payment of Gratuity Act. The above amount is an indicative, the actual amount may vary.
- 9 Leave Salary will be payable as per Income Tax Rules and an availability leaves. The above amount is an indicative, the actual amount may vary.  
Please note that applicable statutory deductions such as Income Tax, Professional Tax etc., will be deducted on a monthly basis. Original bills towards the above components, wherever applicable, should be submitted during the financial year evidencing the expenditure to get
- 10 Income Tax exemption, failing which the same will attract applicable Income Tax. Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment. Income Tax can't be indicated unless you produce all the information.



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

**Superset ID: 1680946**

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

Dear Abhishek Suryawanshi,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1680946**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1680946**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1680946**

Thanking you,  
Yours Sincerely,

**For & On Behalf of Capgemini**

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

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## ANNEXURE 1

**Abhishek Suryawanshi**  
**Analyst and A4**

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

**For & On Behalf of Capgemini**

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

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

**STRICTLY CONFIDENTIAL**

Date: September 27, 2022

**Aditya Dipakrao Gawande****S/O Dipakrao Gawande 215 sant tukaram waard ramnagar,  
Wardha, 442001****Dear Aditya Dipakrao Gawande,**

This has reference to your application and subsequent discussions. We are pleased to offer you the post of Executive and you will be functionally working as Graduate Engineering Trainee in Band GB2 A at Bajaj Allianz Life Insurance Company Limited, as detailed in this letter. You are directed to report for duties on or before October 4, 2022. In case if you do not communicate acceptance of the offer in two (2) days from the date of receipt of this offer, or fail to join duties on or before the Date of Joining mentioned above, this offer shall automatically stand withdrawn, and shall cease to exist. Notwithstanding anything contained herein the Company, may, at its sole discretion, may extend your date of joining or withdraw this offer as such or alter /amend it and communicate it to you in writing at any time before your date of joining. You are expected to apply yourself diligently during the training period and make full use of the learning opportunities being provided to you.

**1. Training Period**

The training period shall be for 12 months commencing from 4 October 2022 and till 3 October 2023. If your performance and conduct is not found to be satisfactory, the training period shall be extended or immediately terminated solely at the discretion of the Company. No right of confirmation or continuation in the service of the Company is conferred upon you during the subsistence of the training period, or its subsequent extensions. The decision of the Company with regards to the extension of training period or otherwise shall be final and binding. At the sole discretion of the company, you shall be permanently absorbed into the rolls of the company at any time during or after the completion of your training period with or without any fresh appointment letter. If you are permanently absorbed into the rolls of the company your working conditions will be changed as per the process and policies of the company. In such an event all the terms and conditions of this letter shall remain binding upon you to the extent of its applicability without any inconsistencies..

**2. Location & Transfer**

On your joining, you will be required to undergo Induction training. The details of the same including location/duration will be communicated to you separately. The location for placement during your training duration of 12 months shall be intimated to you on completion of the Induction training. The Company reserves the right to transfer you to any other location where the Company has office or newly established office as per the requirements of the Company. Your services are transferable with or without any prior notice or reasons, at the sole discretion of the Company, to any department or to any Office, Branch, Division of this Company or in any subsidiary of this Company or a group or affiliate Company or your services may be seconded/deputed to any other Company or any other place where work of the Company is carried out, as may be necessary. In the event of your transfer, the terms and conditions of employment including training period outlined herein shall continue to apply along with any modifications thereof as may be applicable. However, you shall be required to adhere to the rules and regulations as prevalent at the new place of posting.

31/1442708/06/Aditya Dipakrao Gawande/42936

**Bajaj Allianz Life Insurance Company Limited**

Regd. Office Address: Bajaj Allianz House, Airport Road, Yerawade, Pune - 411006 | Tel: +91-20-66026777 | Fax: +91-20-66026789  
Toll Free no.: 1800 209 7272 | Email: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in) | Website: [www.bajajallianzlife.com](http://www.bajajallianzlife.com)  
CIN: U66010PN2001PLC015959

*A.D. Gawande*



**3. Compensation Package** Your compensation package will be as detailed in Annexure A. The Compensation package shall be governed by the Policies and Guidelines of the Company presently applicable and as may be modified from time to time. If entitled, you shall become a member of Provident Fund and Employees' Pension Scheme and other applicable Employee Welfare/ Benefit Schemes as presently applicable and as may be modified from time to time. If you were subscribing to the Employees Provident Fund and Family Pension Scheme or Employees' Pension Scheme in your previous employment, you shall furnish the full particulars such as your Account Number, family particulars etc. at the time of joining.

#### **4. Bonus, Variable Pay/or Performance Bonus & Annual Increment**

'Bonus' indicates 'statutory bonus' which will be paid to you basis your eligibility in accordance with the provisions of the Payment of Bonus Act and the process and policies of the company as amended from time to time.

Variable pay or performance bonus and annual increment are paid to you subject to the applicable process and policies of the company from time to time. The payment of Variable pay or performance bonus or increment shall be subject to you being on the rolls of the company on the date of disbursement of the same and subject to your performance and the performance of the company during the period as decided by the company at its sole discretion from time to time.

If your nature of job prescribes for any adhoc / special increment as per the process and policies of the company, you shall not be eligible for any annual increment. If your nature of job prescribes for sales incentive as per the process and policies of the company, you shall not be eligible for any variable pay/performance bonus.

#### **5. Job Description**

Although your normal work will consist of the duties and business targets as assigned to you from time to time, which shall be achieved by you to the satisfaction of the Company, you may at any time be called upon to discharge any other duties which in the opinion of the Company are within capacity to discharge and you will forthwith undertake to discharge those duties with diligence and care.

#### **6. Medical Fitness**

Your appointment and continuation in employment is subject to your being found fit in the pre-employment Medical Examination or in any Medical Examination during the course of your employment as may be prescribed by the Company.

#### **7. Background Checks**

Your appointment is made relying upon the information furnished and representation made by you from time to time. The Company and any of its employees/representatives and/or officials shall be entitled to conduct reference and background check from all the requisite sources including all your previous employer/s or references given by you and if not found suitable or any discrepancy is noted in regards to you or any of the statements, declarations or disclosures made by you the Company shall have full right and authority to terminate your services and take such further action as deemed necessary in the interest of the Company.

371454/155962/Allianz/BAJAJ/BAJAJ Allianz/BAJAJ Allianz

#### **Bajaj Allianz Life Insurance Company Limited**

Regd. Office Address: Bajaj Allianz House, Airport Road, Yerawada, Pune - 411006 | Tel: +91-20-66028777 | Fax: +91-20-66026789  
Toll Free no.: 1800 209 7272 | Email: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in) | Website: [www.bajajallianzlife.com](http://www.bajajallianzlife.com)

CIN: U66010PN2001PLC015959

*A.D. Grawande*

## 8. Retirement

The normal age of your retirement shall be 60 years and accordingly it is the condition of employment that you will automatically retire (superannuate) on attaining the age of 60 years and no further notice whatsoever to you will be necessary in this regard.

## 9. Leave

You will be entitled for leave and paid holidays as per the policy of the Company as presently applicable and/or as may be modified from time to time.

## 10. Compliances

You shall be responsible to meet all requirements under Indian Tax Laws, including tax compliance and filing of tax returns. The Company may withhold from any compensation or benefits payable to you, all Central, State, or other taxes as may be required to be paid by you pursuant to any legislation, regulation or notification.

You shall at all times comply with the terms and conditions as laid down in Insurance Act, 1938, and observe the rules, regulations, circulars, code of conduct, etc. laid down by Insurance Regulatory and Development Authority of India (IRDAI) from time to time.

## 11. Termination

a) It is understood and agreed that this engagement may be terminated anytime, by either party by giving to the other at anytime, notice in writing of three months. The termination shall take effect at the end of such notice period. Termination with immediate effect, may be made by the company by paying you an amount equivalent to three months Gross Salary in lieu of notice.

b) If you resign from the services of the company, the company reserves its absolute rights and discretion to relieve you immediately or on any date within your notice period or may require you to serve the complete notice period either in full or in part, with or without any pay in lieu of notice. Your failure or refusal to adhere to the company's decision in this regard may result in the non-issuance of your relieving letter and such other actions the company may deem fit and proper in accordance with its internal process and policies.

c) You understand and acknowledge that your notice period could be changed at anytime during the course of your employment by the company. You further acknowledge that the notice period shall be reckoned basis your role /level/designation at the time of your exit.

d) At the sole discretion of the Company your services are liable to be terminated without any notice or salary in lieu thereof in the event of any breach of the terms and conditions of this letter and the annexure thereto, including refusal of Transfer or nonfeasance or acts against the interest of the company or you being involved in violation of any of the Company's Rules, Policies, Service Regulations, Code of Conduct, or any offence which may or may not be directly connected with the business of the Company and for such act the Company shall not be held liable under any circumstances and provision. The Company shall also be entitled to terminate your services with immediate effect in the event any of your actions/inactions including through the digital platform bringing bad name and/or disrepute to the Company.

## 12. Code of Conduct, and Rules/ Regulations/Policies of the Company

You shall at all times during your tenure with the Company, comply with the service regulations, code of conduct and all the policies, process, regulations, guidelines etc. issued by the Company, presently applicable to the employees of Bajaj Allianz Life Insurance Company Limited, and as amended or communicated from time to time.

**13. Relationship with Directors**

You will declare your relationship, if any, with any of the Directors of the Company in terms of Section 2(77) of The Companies Act, 2013. In case you become related to any of the Directors of the Company, you will inform the Company within 7 days of you becoming so.

**14. Confidential Information**

You acknowledge that the business of the Company is highly competitive and that any information concerning the Company's business (including but not limited to strategies, methods, books, records and documents, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Company's customers and business affiliates) all comprise confidential business information and trade secrets, vital to the business of the Company.

You hereby agree that you will not, at any time during or after your employment with the Company, make any unauthorized disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of, the Company. For the purpose of this paragraph, the term "Company" shall also include all affiliates of the company.

Any disclosure which has not been expressly authorized by the Company shall be called 'unauthorized disclosure'. For the purpose of this paragraph; the term "Company" shall also include all affiliates of the Company.

Unauthorized Disclosure and use of confidential information constitutes a serious misconduct and the Company shall be entitled to take appropriate disciplinary action against you including termination of service. Disclosure and use of Confidential information of the Company after the termination of your relationship with the Company shall entitle the Company to initiate appropriate legal proceedings, including but not limited to seeking an "order of injunction". Where disclosure of Confidential information is made by you in observance of order of a competent court or may be required to made under any applicable law you shall inform the Company either before or immediately thereafter the nature and extent of disclosures made and the circumstances under which those disclosures were required to be made by you.

**15. Intellectual Property**

All works developed by you during the course of your employment with the Company, shall belong exclusively to the Company and you hereby assign the ownership of copyrights of such Works and those of any other derivative Works, to the Company. You will promptly provide to the Company a complete written disclosure for each such Work identifying the features or concepts you or the Company believe to be new or different. You grant to the Company an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works. The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the company may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you.

**Bajaj Allianz Life Insurance Company Limited**

Regd. Office Address: Bajaj Allianz House, Airport Road, Yeshwant, Pune - 411 006 | Tel: +91-20-66205777 | Fax: +91-20-66205722  
Toll Free no.: 1800 250 7372 | Email: o.customers@bajajallianz.co.in | Website: www.bajajallianzlife.com  
CIN: U66010RJ62001PLC015669

A-D. Grawande



## 16. Proprietary Rights

Any product including but not limited to all information, reports, studies, software (including source codes, object codes and executable), flow charts, diagrams and other tangible and intangible material of any nature whatsoever produced by or as a result of any of the services rendered by you shall be the sole and exclusive property of the Company. In furtherance thereof, you hereby irrevocably grant, assign, transfer to the Company all rights, title and interest of any kind, in and to any such product" produced by you, severally or individually, whilst in employment with the Company. After the determination of your services, you shall not be entitled to make any use of any of the said materials except as may be expressly permitted in writing by the Company.

## 17. Advertisement

You shall not use or caused to be used the name and/or trademark/logo of the Company, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner whatsoever without prior written consent of Company.

During the tenure of your service and after determination thereof, you shall not publish or cause to be published in any media, print, web or electronic, any advertisement concerning the Company or its products without the prior written approval of the Company and further such matter to be published or caused to be published in any media, print or electronic shall be pre-approved in writing by the Company. You shall not distribute any circular or writing concerning the Company without the prior written approval of the Company. Any such matter to be published or caused to be published in any type of media whatsoever or any such circular or note concerning the Company shall comply with the IRDAI (Insurance Regulatory and Development Authority of India) Regulations, 2000 and the IRDAI (Insurance Regulatory and Development Authority of India) (Amendment) Regulations, 2015 and any amendments thereof. If any law suit or action shall be brought against the Company as a consequence of any unauthorized action or publication or statement of yours or the representatives in any media, print or electronic or in any other form or for such action caused by you, strict action shall be taken against you including recovery of all costs, loss or damages arising therefrom.

## 18. Indemnity

You shall indemnify the Company against any loss, damage, proceeding which the Company might suffer due to any wrongful acts, mala fide acts, negligence, negligence and/or gross dereliction of duties on your part, during your service tenure and after determination of your services. Such indemnity shall not prejudice the right of the Company to terminate your services on such count or the right of the Company to seek other remedies which the Company may have to make good the loss, damage.

## 19. Reservation of Rights

In the event of your leaving the service of the Company for any reason, you shall immediately repay all outstanding amounts due from you to the Company and shall surrender or dispose of all the assets of the company, if any, in your possession or control as may be instructed by the company in writing.

The Company at all times reserves the rights to have a lien over the dues payable to you for recovery/set off of assets/cash advances/loans advanced to you by the Company and which are outstanding against your name. Your obligation to repay the outstanding amounts will not cease till the time the outstanding dues have been paid back to the Company or assets of the company are surrendered /disposed of as above, even if you have been relieved from the service of the Company. In the event of your leaving the employment of the Company without settling amounts due from you to the Company or if the same are not recoverable, either in full or part, from the dues payable to you by the Company, the Company shall reserve the right to initiate appropriate remedial proceedings including but not limited to the recovery of outstanding amounts.

REGD. OFFICE ADDRESS: BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED

### Bajaj Allianz Life Insurance Company Limited

Regd. Office Address: Bajaj Allianz House, Airport Road, Yeshwant, Pune - 411006 | Tel: +91-20-6602777 | Fax: +91-20-6602739  
Toll Free no.: 1800 249 7272 | Email: customers@bajajallianz.co.in | Website: www.bajajallianzlife.com  
CIN: U66010PN2001PLC015659

A. D. Gogwande

**20. Amendment**

Unless otherwise decided by the company expressly, this Agreement shall only be modified or amended only by an instrument in writing duly issued by the Company.

**21. Severability**

If any provision of this agreement shall be invalid or unenforceable by any court of competent jurisdiction, the remainder of this agreement, other than that portion determined to be invalid or unenforceable, shall be unaffected thereby and each valid provision of this agreement shall be enforced to the fullest extent permitted by law.

**22. Governing Laws & Jurisdiction**

The provisions of this Agreement shall be governed by and construed in accordance with Indian law. Any dispute, controversy or claims arising out of or relating to this Agreement, shall be under the exclusive jurisdiction of the courts located at Pune.

**23. Department Specific Terms and Conditions**

You shall be governed by the norms, terms and conditions, as per your job requirements, if any as mentioned in Annexures, annexed hereto, and the same shall be deemed to be an integral part of this agreement.

**24. Anti-Bribery Undertakings**

During the course of your employment with the Company, you shall not commit, authorize or permit any action which would cause the Company and/or the Company's affiliates to be in violation of any applicable anti-bribery laws or regulations and the internal policy of the Company on corruption and bribery. This obligation applies in particular to illegitimate payments to government officials, representatives of public authorities or their associates, third parties, families or close friends to any other entity or individual including yourself.

You hereby agree and undertake that you shall neither offer or give, or agree to give, to any employee, representative or third party nor accept, or agree to accept from any employee, representative or third party any gift or benefit or consideration of any kind as an inducement or reward for doing or refraining from doing or having done or refrained from doing, any act, or for showing or refraining from showing favour or disfavour to the Company, be it monetary or otherwise, which the recipient is not legally entitled to receive.

You hereby agree and undertake that you shall promptly notify the Company, if you become aware of or have specific suspicion of any corruption and bribery with regard to any such activity. In case any prohibited payments or gifts are made or received by you, as stated herein above, or if the Company has reasonable cause to believe that such payments or gifts have been or are being made, the Company may terminate your employment with immediate effect.

**25. Litigation and Court Cases**

During and after the severance of employment with the Company, for any reasons, if required by the Company, you shall be required to file an affidavit in the Court of Law, deposing the facts and circumstances, of a case at hand. Further you shall appear and depose on behalf of the Company, in any Court of Law or Authority, if so desired by the Company.

All costs and expenses incurred in any travel for any court case(s) shall be subject to prior approval of the Company in writing and shall be reimbursed to you on case to case basis.

**Bajaj Allianz Life Insurance Company Limited**

Regd. Office Address: Bajaj Allianz House, Airport Road, Yashwantrao Chavan, Pune - 411008 | Tel: +91-20-66026777 | Fax: +91-20-66026709  
Toll Free no.: 1800 330 7272 | Email: customercare@bajajallianz.co.in | Website: www.bajajallianzlife.com  
CIN: U68010PN2001PLC019668

*A-D-Grawande*

## 26. Exclusive employment, Non-Compete and Non-Solicitation

(a) You hereby agree and undertake that during the period of your employment with the Company including any notice period even though the Company may have paid salary to you in lieu of the notice period and/ or entered into any arrangement in the nature of a Garden Leave with you, you shall not engage in any other employment, trade, business or profession or work as an employee, consultant or in any other capacity, directly or indirectly, for or with any other person or entity.

(b) You hereby agree and undertake that during the period of employment with the Company including any notice period even though the Company may have paid salary to you in lieu of the notice period and/ or entered into any arrangement in the nature of a Garden Leave with you and for a period of one (1) year from the date you have ceased to be in employment with the Company, you shall not:

(i) Attempt to directly, indirectly or in any other manner whatsoever, whether for profit or otherwise, solicit or persuade any person who is a client/ customer of the Company to cease doing business with the Company, or to reduce the amount of business which any such client/ customer has customarily done or might propose doing with the Company, whether or not the relationship between the Company and such client/ customer was originally established in whole or in part through your efforts; and

(ii) Employ or attempt to employ or assist anyone else to employ any person who is in the employment of the Company or any Bajaj Finserv Group of Companies, on the date of cessation of your employment, or was in the employment of the Company or any Bajaj Finserv Group of Companies at any time in the preceding twelve (12) months preceding your date of cessation of employment.

## 27. Interpretation, Miscellaneous & Residuary

Notwithstanding anything contained herein the company reserves its absolute rights at its sole discretion to render interpretation of any of the clauses contained herein or to provide clarity to any of the verbiage or nomenclature or whatsoever as it may deem fit and proper. The decision of the company in this regard shall be final and binding.

## 28. Other Terms and Conditions

During your employment, you will be subject to the service rules and regulations applicable from time to time. The terms and conditions contained herein, and of the Annexure hereto shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Company subsequently during the course of your employment.

Any other terms, conditions, stipulations not specifically mentioned herein shall be governed by HR Manual and other Policies and Procedures of the Company as presently applicable and as may be amended from time to time.

You will not, during the continuance of your employment undertake or carry on either alone or in partnership nor be directly or indirectly employed in or concerned with as principal agent, clerk, assistant, consultant, servant or otherwise in any other business, trade, occupation or profession whatsoever. You will devote your whole time and attention to your duties with Bajaj Allianz Life Insurance Company OR the Company.

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### Bajaj Allianz Life Insurance Company Limited

Regd. Office Address: Bajaj Allianz House, Arjun Road, Yerwade, Pune - 411006 | Tel: +91-20-66226777 | Fax: +91-20-66025789  
Toll Free no: 1800 205 7272 | Email: [customerscare@bajajallianz.co.in](mailto:customerscare@bajajallianz.co.in) | Website: [www.bajajallianzlife.com](http://www.bajajallianzlife.com)  
CIN: U66010PN2001PL0013000

A.D. Grawande  
Page 7 of 13



You shall not during the course of your employment engage, participate, whether directly or indirectly in any business competitive to the business of the Company.

You shall not appoint or cause to appoint any of your direct or indirect relatives as insurance consultants for the Company or on any other designation under your organization without taking prior written consent for the Head-HR and Head of your Department.

You shall not communicate in writing to any client or prospective client on any product features or illustrative returns on investment in any product other than the ones published in the Company's product brochures or product circular without the prior written approval and authority of the Company and further such matter to be communicated shall be approved in writing by the Company. You shall not distribute any circular or writing concerning the Company without the prior written approval of the Company. You shall not give guarantees, written or oral, on behalf of the Company with regard to the prospective performance of any of the products of the Company. If any claim shall be brought against the Company as a consequence of any unauthorized action or communication or statement of yours or in any other form or for such action caused by you, strict action shall be taken against you including recovery of all costs, loss or damages arising therefrom.

You shall maintain and ensure maintenance of such records and registers as may be specified by the Company, from time to time, which are necessary for achievement of your targets and improving your productivity.

You shall not do anything or cause to do anything, which shall bring dishonor and/or disrepute to the Company or engage in unlawful/immoral activities.

If at any time you are involved in any legal/administrative/quasi-judicial proceeding(s) you shall immediately inform the Company the details thereof.

You shall not at any time use your association with the Company to gain unfair advantage for personal purposes.

Upon your joining duties and giving an acknowledgement of acceptance of this letter of offer, the letter shall be deemed to be your Appointment Letter. Please sign and return a copy of this communication and Annexure(s) in acknowledgement of receipt and acceptance of the terms and conditions of this contract.

Please read the notes/instruction mentioned in the attached annexure including your entitlement sheet.

The attached annexures are an integral part of this Offer Letter and shall be read accordingly unless altered/changed/modified by the Company.

We take this opportunity to welcome you to the organization and look forward to having you on board as part of the team.

For Bajaj Allianz Life Insurance Company Ltd.



Santanu Banerjee

Chief Human Resources Officer

**Acknowledgement and Acceptance**

I have gone through all the terms and conditions mentioned in this Offer Letter/Appointment Letter, and all the Annexures hereto. I hereby declare that I have fully understood these terms and agree that they shall remain binding. As a token of acceptance, I have hereby signed the duplicate of this letter.

Signature: A. D. Grawande

Name: ADITYA DIPAKRAO GALWANDE

Date: 28 / 09 / 2022

**Bajaj Allianz Life Insurance Company Limited**

Regd. Office Address: Bajaj Allianz House, Airport Road, Yerwade, Pune - 411006 | Tel: +91-20-69026777 | Fax: +91-20-69026789  
Toll Free no.: 1800 209 7273 | Email: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in) | Website: [www.bajajallianzlife.com](http://www.bajajallianzlife.com)  
CIN: U66010PN2001PLC019959

A. D. Grawande



## ANNEXURE A

## COMPENSATION ENTITLEMENT SHEET

Date: September 27, 2022

Name:	Aditya Dipakrao Gawande	
Department:	IT	
Position Description:	Graduate Engineering Trainee	
Internal Designation:	Executive	
Band:	GB2 A	
Location Code:	Pune HO	Location: Pune HO

S. No.	Components	Rs. Per Month	Rs. Per Annum
1	Fixed Basic	10,000.00	120,000.00
2	Minimum HRA	5,000.00	60,000.00
3	Statutory Bonus	2,000.00	24,000.00
4	Flexible Benefits	14,052.00	168,624.00
	<b>Sub Total (A)</b>	<b>31,052.00</b>	<b>372,624.00</b>
5	Company's Provident fund contribution	1,800.00	21,600.00
6	Gratuity as per the Act	481.00	5,772.00
7	ESIC	0.00	0.00
	<b>Sub Total (B)</b>	<b>2,281.00</b>	<b>27,372.00</b>
	<b>Total Fixed</b>	<b>33,333.00</b>	<b>399,996.00</b>
8	Indicative Performance Bonus**		75,000.00
	<b>Total Cost to Company</b>		<b>475,000.00</b>

## Flexible Benefits:

1. Children's Hostel Allowance - Rs. 300 per month per child up to a maximum of two children.
2. Children's Education Allowance - Rs. 100 per month per child up to a maximum of two children.
3. Leave Travel Allowance (GB6A & Above) - GB6A Rs. 15,000 per annum and GB7A and above up to the FBP balance amount limit.
4. National Pension Scheme (GB5 & Above) - up to 10% of monthly basic salary.
5. Company Car (GB7A & above) - One, can participate in the company car scheme, as applicable to the band, part of the flexible benefit plan will be assigned toward the scheme, if one opts for a car under the scheme.
6. Superannuation (GB8A & above) - 15% of Basic.

## Bajaj Allianz Life Insurance Company Limited

Regd. Office Address: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411006 | Tel: +91-20-68026777 | Fax: +91-20-68026788  
Toll Free No.: 1800 200 7272 | Email: [customerscare@bajajallianz.co.in](mailto:customerscare@bajajallianz.co.in) | Website: [www.bajajallianzlife.com](http://www.bajajallianzlife.com)  
CIC: UBR015PN0001PLC015609

A.D. Gawande

**Other Benefits:**

1. The employee is covered under a Group Term Life Policy (GTL) during the tenure of employment & benefit given under GTL is as per company policy. In addition to this, in case of accidental death the legal heir/nominee would be entitled to an additional death benefit.
2. Employees are covered under a Group Personal Accident (GPA) policy in the event of Permanent total disability/Permanent partial disability and Temporary Disability, arising out of an accident event. The sum assured under the GPA policy is as per company policy. This policy does not cover accidental death.
3. The employee and family members can avail Group Mediclaim (Hospitalization) Insurance facility. Employee is required to enter the choice of coverage (Sum assured & Number of family members). Default coverage of Rs. 2 Lakh will be provided by the company to the employee.
4. Gratuity Benefit will be provided as per the provisions Payment of Gratuity Act, 1972.
5. Provident fund will be provided as per the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
6. In the event there is any enhancement in the total emoluments to be paid to you on account of change in any statute (Central Government or State Government) or notification, then the said enhanced payment will be adjusted from the total CTC payable to you as shown hereinabove. In such a case the company will have the right to restructure your emoluments within the specific CTC.
7. All future ex-gratia Variable pay/Performance pay would include prospective/retrospectively increased or additional Statutory payments liable to be paid by the Company because of changes in statutes. Also the Company reserves the right to adjust/recover such increased/additional statutory payments from the Cost to Company (CTC). Further the Company will not be liable to pay any amount over and above CTC which includes all statutory payments applicable. Company reserves right to change your salary structure at any time by treating this as required notice, if any, under any Law & without any separate/further notice/intimation. This is basis the fact that the CTC is inclusive of all liability/compensation obligations of the Company [whether towards statutory payments as well as towards Basic pay and other components of pay] as mentioned in Annexure to Appointment Letter.
8. Relocation benefits as per company relocation policy.
9. Perquisite as defined in income tax rule (included but not limited to advance against house deposit; Guest House/Hotel stay) shall be added to the taxable income for tax computation in accordance with the income tax act.

\*\*As per the company policy, target bonus is for performance "Exceeding Expectations". Target bonus is an indication and the amount is decided by the company based on company performance and individual rating each year. Variable pay or performance bonus and annual increment are paid to you subject to the applicable process and policies of the company from time to time. The payment of Variable pay or performance bonus or increment shall be subject to you being on the rolls of the company on the date of disbursement of the same and subject to your performance and the performance of the company during the period as decided by the company in its sole discretion from time to time. Subject to as stated above, if your date of joining is after the first working day of October of the calendar year, you shall not be eligible for any performance bonus or any increment either in full or in part during the relevant financial year. Subject to as stated above, if your date of joining is on or before the first working day of October of the calendar year you shall be eligible for the performance bonus and increment on a pro-rata basis.

You are directed to report for duties on 04/10/2022. However, owing to the advent of COVID -19 and the ongoing epidemic, the date of reporting is tentative and may vary, subject to the restrictions/precautionary measures undertaken by the Government of India and respective State Government in order to contain the spread of COVID-19. We shall inform you in advance if the date of reporting indicated above is changed.

**Bajaj Allianz Life Insurance Company Limited**

Regd. Office Address: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411006 | Tel: +91-20-6626777 | Fax: +91-20-6626789  
Toll Free no.: 1800 209 7373 | Email: customercare@bajajallianz.co.in | Website: www.bajajallianzlife.com  
CIN: U66010PN2001PLC015858

A. D. Grawande

Annexure 'S'

## BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED

## INFORMATION ON SALARY PROCESS OF THE COMPANY

As per the Company Policies and Procedures, the Salary paid is calculated on the basis of the attendance for the current month i.e. 1st of the current month till 30th of the current month. Salary will be processed on the basis of SuccessFactors (b1) attendance only.

In the first month, New Joiner will get salary from the 1st to 30th of the month from his Date of Joining.

Employees whose joining compliances are completed (Employee code generated) on or after 20th of the current month salary will be paid in the subsequent month as Amens.

The attendance period shall be inclusive of Sundays and Company declared Holidays.

**For Example:**

1. If an employee joins on the 10th day of August, he shall be receiving salary from 10th of August till 30th of August, for all days, in which he has marked attendance.

2. If an employee joins on the 20th day of August, he shall be receiving salary from 20th of August of previous month till 30th of September, in the month of September, as per the attendance.

To register your daily attendance, please ensure to log-in your attendance on SuccessFactors (b1) on daily basis. Also ensure to regularize your absent days / Leave Days before 15th of every month to avoid the salary deduction.

**PAN No. & Bank Account Details Submission:**

1. BANK & PAN Details updated only on b1 will be considered for Salary Payment. Please ensure to update correct PAN No. & Bank details on b1. We will consider it for salary pay-out.

Path for updation of PAN/Bank details:

Login to B1 → My Profile → Bank Details

2. Post Joining you have to open your Salary Account with the following banks, if you already have the active bank account with the below banks, the said account can be continued for salary Payments.

- a) Axis Bank
- b) Bandhan Bank

3. Ensure that the name provided to company matches with the Bank record.

4. Also ensure that your salary account is activated before updating details on b1

5. Salary will be put on hold if PAN is not submitted within 90 days or if Bank Account no. is not submitted within 45 days of Date of Joining.

6. Salary hold for non-submission of PAN & Bank will be released by 5th of every month, if details submitted before 8th.

For New Joiner, if bank account is not updated on SuccessFactors, the first month salary will be kept on hold and will be subsequently released in next pay-out cycle, post bank account details update in b1

Signature: A.D. Grawande

Name of the employee: ADITYA DIPAKRAO GRAWANDE

Designation: EXECUTIVE

Location: PUNE

Date: 28 / 09 / 2022

## Bajaj Allianz Life Insurance Company Limited

Regd. Office Address: Bajaj Allianz House, Airport Road, Yerawade, Pune - 411006 | Tel: +91-20-86224777 | Fax: +91-20-86224799  
Toll Free no.: 1800 269 7272 | Email: customercare@bajajallianz.co.in | Website: www.bajajallianzlife.com  
CIN: L66010PW2001PLC019809

A.D. Grawande



CHECKLIST FOR EMPLOYEE CODE GENERATION JOINING CHECKLIST 2(JC2)

1. Duty Filled Joining Information Report (JIR)
2. Signed Acceptance Copy of Appointment Letter
3. Highest attained Education proof
4. Documents from previous Organisation:  
Relieving Letter OR  
Resignation acceptance letter with company seal OR  
Full and Final Document with company seal OR  
Resignation acceptance e-mail copy from official email id
5. If self employed  
Income Tax Return Copy OR  
Self Declaration
6. If on Contract/Commission Basis/Agent/Advisor/Consultant  
Provide Resignation /Relieving letter mentioning that the candidate is no more associated with that company OR  
Any other official document mentioning that the candidate is no longer associated with the company
7. Permanent address proof (any one of the below)  
Passport  
Pan Card  
Voter's Identity Card issued by Election Commission of India  
Driving License  
Ration Card  
Aadhaar Card  
Electricity Bill  
BSNL Bill  
House Rent Agreement or House Registration
8. Current Address Proof (Original)
9. Three passport sized photographs



February 1, 2021

To,  
Mr. Yash Vipin Deole  
Behind Vithal Rukhmini Sabhagruh,  
Karla Road, Pipri (Meghe),  
Wardha, Maharashtra - 442001  
Mob: 7721015856

Offer of Employment

Dear Mr. Yash Vipin Deole,

We are pleased to offer you the position of Apprentice Trainee with Zobe India Pvt. Ltd., on the following Terms & Conditions:

- 1) You will be paid a stipend of Rs. 15000/- Per month. As an apprentice, you will not be entitled to any other benefit/privilege available to the other employees.
- 2) Your joining date will be from 15<sup>th</sup> February 2021.
- 3) Office Timing will be from 9am to 5.30pm
- 4) Weekly off will be on Sundays
- 5) You are expected to stay in Daman during this 05 month of apprenticeship.
- 6) Accommodation, food and transportation have to be arranged by you.
- 7) Assistance will be provided in finalizing these requirement
- 8) The initial period of your apprenticeship is for 05 months from the date of your joining which will come to an automatic end on the expiry of the apprenticeship period. If your progress and interest in apprenticeship will not be found satisfactory, the apprenticeship period shall be liable to be dispensed, purely at the discretion of the Management without stating any reasons.
- 9) This offer is further subject to the verification of the particulars given by you on your application form. In case any particular/particulars mentioned by you in the application for offer are found false or incorrect, your apprenticeship period shall be terminated without any notice.
- 10) During the period of apprenticeship, you will have to submit fortnightly report on or before 7<sup>th</sup> day of the following month, reviewing your work alongwith your observations and suggestions.
- 11) You will devote your whole time to the work of the Management and will not undertake any other direct/indirect business or work, honorary or remuneratory, except with the written permission of the Management.
- 12) During the period of apprenticeship and thereafter, you shall not disclose, either directly or indirectly, information concerning the activities of Zobe India Pvt. Ltd. or its parent, subsidiary or associated companies, including but not limited to the organization, production methods, monitoring system procedures, products, intellectual property rights, know how, customer/supplier/ employees list, price lists, which those companies consider confidential and are known to you as a result of work related activities.

Page 1 of 2





- 13) Notwithstanding any of the clauses of this offer letter, the Management reserves the right of terminating your appointment without assigning any reason and without notice during your training period.
- 14) Any kind of in-disciplinary behaviour during the course of project may lead to suspension of project. Company will only be liable within the premises of the Zobebe.
- 15) **Personal Data processing**
- 16) The processing of personal and special categories of personal data always take place in compliance with local and company regulatory requirements, taking into consideration the necessary security measures to be applied on personal data;
- 17) to respect instructions provided by the Controller;
- 18) to promptly inform the Controller where vulnerabilities on security measures are detected.

If you accept the above terms, you are required to return the carbon copy of this offer letter duly signed by you in token of your acceptance within one week and report for duty alongwith the below documents:

7. Five passport size photographs of self.
8. Copy of PAN Card, Aadhar Card, Voter ID.
9. Attested True copies of educational and additional qualification certificates & mark sheets.
10. Leaving Certificate – 10<sup>th</sup> standard.
11. Certificate of Medical fitness.
12. Declaration from Parents

You are requested to submit all the above-mentioned documents for verification before or on the date of your joining at Zobebe India Pvt Ltd. Please carry all above original documents with you on the date of joining for verification.

For Zobebe India Private Limited.

  
Vishal Hansraj  
HR Manager



Page 2 of 2

## Offer Letter and Terms of Employment

Date: 08.11.2023

Dear **Vaishnavi Navnath Arjun**,

At the outset, we would like to extend our sincere thanks for exploring career opportunities with KPIT. We want to build KPIT as Best Place to Grow by providing the fastest career growth opportunity, cutting edge work with leading clients in a collaborative environment. Further to our discussions, we are delighted to extend you an offer of employment.

- Designation: **Associate Software Engineer**
- Grade: **A**

**Your Total Target Compensation will be Rs. 4,50,000/- (Four Lakh and Fifty Thousand) per annum detailed in Annexure A along with the key benefits.**

Kindly confirm your acceptance within 5 days from the date of this offer beyond which it will be null and void.

Your offer is subject to following clauses:

- a. You are required to go through our Flagship Foundation Level Training program - 'Genesis', led by the Education and Competency Development (ECoDe) Team of KPIT. Your performance in this program would be assessed and tracked in the form of a Merit-List.
- b. The Genesis program would be followed by an Internship Program (online/offline or hybrid) for a stipulated duration, mapped to specific KPIT Practices. Your commencement of internship in these practices at KPIT would be determined basis the Merit-list. Onboarding to live projects would commence only on completion of the final examinations.
- c. The selection and joining decision at KPIT will stand cancelled in the event of failure in the penultimate / final semester BE Examinations or if the performance in Genesis program and Internship engagement is sub-par.

### Remuneration:

- Stipend of INR 25,000 will be paid during your genesis training program.
- Monthly salary as per TTC would commence post genesis training program.

The duly signed appointment letter will be issued to you on the first day of your joining at KPIT only upon submitting your valid documents.

A new assignment, workplace and colleagues, await you to jumpstart your career to achieve our vision of building a global Mobility Organization. You are going to be a part of an organization with compelling mission and Culture of Excellence.

**For: KPIT Technologies Limited**



**Abinash Mohapatra**  
**Sr. Group Manager - EcoDe**  
**Head - Campus Recruitment**

## ANNEXURE A

### Compensation Structure and Path

#### Salary Structure

Salary Component	Yearly
Basic Salary	211,879
House Rent Allowance	105,940
Monthly Bonus	42,376
Employer's contribution to Provident Fund	25,425
Other Allowance (Flexi Basket)	46,759
Special Allowance	17,621
<b>Total Target Compensation*</b>	<b>450,000</b>
Gratuity	10,191
Medical Insurance	5,200
<b>Cost to Company</b>	<b>465,391</b>

\*The Total Target Compensation of INR 4.50 lacs will remain the same, however basic may vary as per the joining city.

We are committed to provide you the fastest career growth along with compensation in our endeavor to make KPIT the "Best Place to Grow". This is reflected in our career and compensation path (in lacs Per Annum) as shown below as you grow in KPIT.

Details	Experience (Years)	Middle Block (55%)	Top Block (35%)	CTB/A+ (10%)
After one year	1	5.00	5.25	5.50
After two years	2	6.75	7.50	8.00
Grade C	2 to 3	9.25	11.50	12.50
Grade D	3 to 4	11.25	15.00	17.00

\*CTB: Continuous Top Block

#### KEY BENEFITS

##### Annual Leave & Holidays

- You will be eligible for Annual Leave (21 days) as per the Policy.
- You are entitled to Public Holidays (10 days) in India every year. If placed at a customer site, you must follow holidays observed by customer.
- You are eligible for an Annual global vacation from 25th December to 1st January every year to enable you to pursue interests and passion beyond work.

##### Insurance Coverage

- Group Medical Insurance cover of INR 6 lacs with voluntary top up options of 5 lacs, 10 lacs, 15 lacs and 20 lacs.
- Voluntary enrollment of Parents and in-law's medical insurance cover of INR 5 lacs with top up options of 5 lacs, 10 lacs, 15 lacs and 20 lacs.
- Group Term Life Insurance cover of INR 11 lacs with voluntary top up options to the extent of 10x of CTC.
- Group Personal Accident Insurance cover of INR 20 lacs.

##### Bond

- You will also be required to sign a bond of 2 years on the date of joining the Company (For some additional technology trainings, there will be a separate additional bond). In the event of breaching the bond, there will be a penalty of INR 2,00,000 payable to the company in lieu of training costs.

#### KPIT Technologies Limited

Registered & Corporate Office: Plot 17, Rajiv Gandhi Infotech Park, MIDC-SEZ, Phase III, Maan, Taluka - Mulshi, Hinjawadi, Pune - 411057, India. | CIN: U74999PN2018PLC174192

O +91 20 6770 6000  
E info@kpit.com  
W kpit.com



### **Joining Date and Location**

- Joining date and location depends on business need, batch planning and your assessment score (On-boarding date is spread across the financial year). This will be communicated to you in due course.

### **Mobility**

- KPIT reserves the right to transfer / utilize your services at any of its offices, work sites, or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **KPIT Code of Conduct**

- You are required to sign the KPITs Code of Conduct and follow the same in your day-to-day conduct as an employee of KPIT.

### **Document submission**

1. You are required to submit documents in TalentOjo before 1 week of your joining date, for which you would receive an email from us.
2. National Apprenticeship Training Scheme (NATS) Enrollment (mandatory)
  - It is compulsory for fresher to register on NATS, please consider doing this on priority before joining.
  - You need to get your 16 digits NATS enrollment number on date of joining from the below link:  
<https://mhrdnats.gov.in/boat/contracts/getAllContracts.action>



Dated: 22.12.2021

To,

**Mr. Akash Rajendra Borkar**

Shiksha Mandal's Bajaj Institute of Technology,  
Wardha

Dear Akash,

Congratulations! We are delighted to make you an offer as **Junior Engineer- Software** at our Bangalore office.

Here are the terms and conditions of our offer:

### Joining

Your scheduled date of employment with us will be **01-Jun-2022**.

### Probation and Confirmation

You will be on probation for a period of 6 months from the date of your appointment. Upon completion of this period, based on a confirmation recommendation report, your services will be confirmed as a permanent employee.

### Leave

You are entitled to 22 days of Leave in a Financial Year.

### Compensation and Benefits

Your Total CTC will be **INR 360006/- per annum**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I

### Notice Period

Termination of employment by either party shall be 90 days' notice period. You shall be relieved from the organization only on serving the 90 days' notice period. The notice period may not be offset by unused leave. However, the organization holds the right to relieve an employee before completion of the 90 days' notice period due to whatever reasons, in which case the employee has to buy out the un-served notice period days on a pro-rate basis equivalent to the employee's monthly gross salary. The final decision making of relieving lies with Head-HR.

During employment, at any point of time under certain circumstances the company shall have the right to terminate your appointment by giving 90 days' notice or salary in lieu of the same period. In such case, salary would include only monthly Basic plus HRA.

If your actions at any time constitute a serious breach of Technoforte's standards of behavior or there are any specific observations related to your work which are escalated then Technoforte may end this contract and terminate your employment immediately without any compensation.







**Offer: Computer Consultancy**  
**Ref: TCSL/DT20206821743/Pune**  
**Date: 29/10/2020**

Mr. Sanmay Sanil Paniker  
F/17, Ambekar Nagar Parel Tank Road, Parel,  
Haffkine Institute For Training, Research & Testing,  
Mumbai-400012,  
Maharashtra.  
Tel# -

Dear Sanmay Sanil Paniker,

**Sub: Letter of Offer**

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

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

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

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

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

**TCS Confidential**  
**TCSL/DT20206821743**

1

**TATA CONSULTANCY SERVICES**

Tata Consultancy Services Limited

Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune 411 006 India

Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



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

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

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

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

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

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

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

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

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

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

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

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



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

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

### **Quarterly Variable Allowance**

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

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

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

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

## **CITY ALLOWANCE**

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

## **XPLORE/ LEARNING INCENTIVES**

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

## **OTHER BENEFITS**

### **Health Insurance Scheme**

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

HIS offers the following benefits:



## 1. Basic Cover

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

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

## 2. Higher Hospitalisation

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

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

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

## Maternity Leave

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

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

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

## Loans

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

## Professional Memberships

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





## **RETIRALS**

### **Provident Fund**

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

### **Gratuity**

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

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

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

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

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

### **2. Pre requisites for Joining**

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



### **3. Training Period**

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

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

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

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

### **4. Working Hours**

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

### **5. Mobility**

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

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

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

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

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

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

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



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

## **9. Confidentiality Agreement**

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

## **10. Service Agreement**

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

## **11. Overseas International Assignment Agreement**

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

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

## **12. Terms and Conditions**

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



### **13. TATA Code of Conduct**

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

### **14. Notice Period**

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



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



- \*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.



#### **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 overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



**Withdrawal of Offer**

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

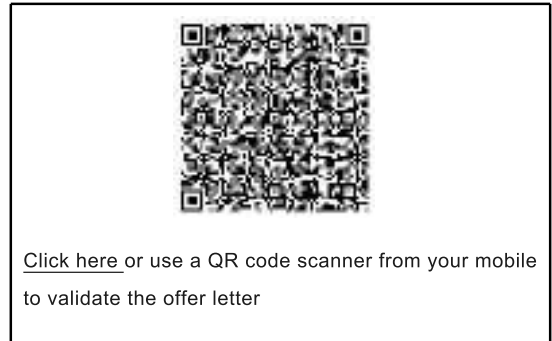
Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

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



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





**GROSS SALARY SHEET**

**Annexure 1**

<b>Name</b>	<b>Sanmay Sanil Paniker</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>3,36,877</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

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

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

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

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

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

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



## Annexure 2

<p><b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p><b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p><b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES -SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p><b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p><b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p><b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 &amp; A-45,Ground, 1st to 5th Floor &amp; 10th floor, Glaxy Business Park, Block - C &amp; D, Sector - 62, Noida - 201 309,UP</p>
<p><b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p><b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p><b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 &amp; 160-B, Super Corridor, Village Tigariya Badshah &amp; Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p><b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 , New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p><b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042</p>	<p><b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p><b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p><b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 &amp; 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p><b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



## 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.



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

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

## **3. Intellectual Property Rights**

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



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

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

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

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

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

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

#### **7. 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.



## 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 or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



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

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