

Datametica Solutions Pvt. Ltd.

502, 5th Floor, Zero One, Above
Passport OfficeMundhwa Road,
Koregaon Park Extension, Pune,
Maharashtra 411036, INDIA
Phone: +91 20 6644 6300



Ref: DM-DOC-HR-03

Date: 1-Sep-2022

AHIRE RAKESH KEDA

Subject: Appointment Letter for Associate Engineer II

Dear, Ahire Rakesh Keda

We are pleased to offer you the appointment as **Associate Engineer II** w.e.f: **1-Sep-22**, with M/s Datametica Solutions Private Limited under the following terms and conditions:

1. PLACE OF EMPLOYMENT:

- Your ordinary place of employment will be at our corporate headquarters at Pune. However, during employment with the company, you may be appointed/ transferred/ deputed to any of the offices/ projects/ divisions/ departments/ units of the company/ affiliates/ Clients/ group companies existing or to be set up at any other location in India or abroad with any additional remuneration.
- You shall be present in the office during normal working hours as specified in the Company policies or during hours expressly designated for you in writing. Depending on organizational requirement or project exigencies your working hours / workdays may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.
- You may also be expected to travel to other locations and at times outside of your official working hours. You may at any time be called upon to perform other than your normal duties which in the opinion of the Company are within your capacity to discharge and you will forthwith undertake these duties with due care and diligence.
- You agree to work at timings that overlap with the Company's client office timings in India or overseas.
- Expenses for any work related / official national and international trips shall be reimbursed by the Company in accordance with the Company policy from time to time.

2. COMPENSATION:

- Your consolidated annual compensation on a cost to the company (CTC) basis will be **Rs.5,50,000/- (Five Lakh Fifty Thousand Only)** per annum and will be payable as per details mentioned in Annexure A hereto.
- All applicable taxes, including taxes levied on the remuneration, benefits/perquisites payable to you provided by the Company, statutory contributions made by the Company on your behalf shall be entirely borne and paid by you.
- Performance Bonus:** You will be eligible for payment of Performance Bonus at the end of the financial year in accordance with the Company's policy as may be applicable from time to time. This bonus shall vary depending upon factors such as individual performance, company performance and target-based performance



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- a) In case of any change in the existing statute or introduction of new statute, the Company reserves a right to adjust the salary components within the then existing Annual Cost to the Company to ensure that the payments are made in compliance with such statutes.
- b) Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
- c) Company may from time to time, deduct any statutory deduction or withhold tax as may be required by applicable law.

1. COMPENSATION PROGRESSION

Compensation Progression and prospects in the Company shall entirely depend on your efficiency, hard work, and regularity in attendance, sincerity, professional conduct and such other relevant factors and company's performance. Such an increase in no case be treated as a matter of right and shall be provided at the sole discretion of the Company.

2. LEAVES

You shall be entitled to certain paid leaves per calendar year as per the Company prevalent policy.

3. CONDITION FOR VALID APPOINTMENT

This Appointment Letter is valid/ effective subject to fulfilling of following conditions:

- a. Your clearing of background verification test, if any, conducted by the Company.
- b. Your being free from any obligation owed to a third party which might prevent you from joining the Company.
- c. Information provided by you in relation to your employment by the Company regarding your background and/or previous employment being complete, accurate and not misleading in all respects; and all information obtained by the Company in your respect being fully satisfactory to the Company.
- d. You are complying with all the statutory as well as Company's rules and regulations applicable to your employment.
- e. This employment is offered to you based on you having furnished the correct information regarding your past service and other records. If at any time, it is revealed that false information is provided, or pertinent information was withheld the Company reserves the right to terminate this employment any time without notice and without assigning any compensation thereof.

4. MEDICAL FITNESS & BACKGROUND VERIFICATION OF PARTICULARS:

Your appointment is subject to:

- a. You are being declared and remaining medically fit by a medical officer or by doctor specified by the company. The management has the right to get you medically examined by a certified practitioner during the period of your service. Company extends comprehensive medical insurance for all its employees, however in case you are found medically unfit to continue with the job, the Company shall have the right to terminate your employment by giving 1-month prior written notice.
- b. The Company has all rights to carry out the background verification to validate the facts mentioned in your application and to check any kind of criminal record. In case particulars mentioned in your application are false or unsatisfactory, your services would be liable for termination without any notice or any compensation in lieu thereof. Additionally, in such an eventuality, the Company shall require you to refund the salary/remuneration paid including employee benefits availed amongst any other benefits, till such date.

5. DUTIES AND RESPONSIBILITIES:

- a) The Company expects you to work with a high standard of initiative, efficiency, and duties diligently, consistent with relevant experience. You will perform, observe, and confirm to such duties,



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directions and instructions assigned or communicated to you by the Company and those in authority over you.

- b) You will devote your entire time to the work of the Company and will not undertake any direct/ indirect business or work, honorary or any employment except with the written permission of the management in each case. Contravention of this will lead to the termination of service without any notice or any compensation in lieu of such notice.
- c) You shall not seek membership of any local or public bodies without first obtaining written permission from the management.
- d) You will not enter any commitment or dealing on behalf of the Company for which you have not express authority nor alter or be a party to any alteration of any principle or policy of the Company without express permission or exceed the authority or discretions vested in you without the previous sanctions of the Company.
- e) You will be responsible for the safe keeping and return in good condition and order of all the property of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.
- f) You will not directly or indirectly solicit or cause to be solicited any employee or customer/ Client of the Company during the term of this agreement and for a period of One year after termination of this agreement.
- g) You may not directly or indirectly, accept from or provide to any representative, of any organization with which Company has a business relationship, any gift or favor.
- h) Other than an ordinary business courtesy or social amenity. You may not solicit any gift or favor. This is viewed very seriously as an abuse of trust placed by company in the employee and would attract severe penal action from the Company.
- i) For matters not specifically mentioned in this letter, the Company's existing Policies & Procedures, including changes thereof, in relation to employees will apply to you. You shall sign Employee Confidentiality and Non-Competition agreement on joining the Organization.
- j) In-case Joining bonus is offered, the same shall be paid after completion of 1 month with Datametica from date of joining. You will be liable to repay entire joining bonus amount in-case of separation within first year of joining.
- k) Entire relocation amount – Travel cost + initial accommodation will be recovered in-case of separation within first year of joining.
- l) Datametica policy handbook will overwrite all the existing clauses mentioned in this letter as applicable.

6. CONFIDENTIALITY, INVENTION ASSIGNMENT AND INDEMNIFICATION

You will be bound by the terms and conditions of individual Non-Disclosure Agreement and Invention Assignment Agreement.

7. NO DUAL EMPLOYMENT

You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company.

8. CONSENT REGARDING PERSONAL DATA

- a) This clause relates to the Personal Data that you may be requested to provide in connection with your employment. Personal Data includes any information related to a natural person that is, in combination of other information or otherwise, is capable of identifying such person notably including financial information such as Bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history,



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biometric information, any information or detail relating to previous employment details, educational qualifications and criminal record.

- b) You hereby understand and consent to Company, without any reservations, to (i) collect any of your Personal Data or other data from your last employer or through any internal or external agencies appointed for this purpose, (ii) use or process such data in connection with your employment with the Company or any matters arising from such employment, and (iii) sharing such data with any outside agencies or third parties including Company's client for verification and validation of this information, processing in relation to employment or matters arising from such employment, or in compliance with the Company's contractual or statutory obligations.
- c) You understand that you may withdraw the consent by informing in writing to Company's designated representative for this purpose. You also consent and accept that if such withdrawal of consent affects the purpose for which your Personal Data was sought, Company reserves the right to take steps as it deems appropriate. You understand that this consent is obtained by the Company to ensure compliance of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any successor laws regarding the subject.

9. CHANGES IN PERSONAL DETAILS

Any change in your residential address, telephone numbers, marital status, and academic qualifications should be notified in writing to the Company. All communication will be addressed to you on the last address notified by you and it will be presumed that you have received such communication addressed to you.

10. RETIREMENT

You will automatically retire from the service of the company on attaining the superannuation age of 58 years. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you at the date of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

11. TERMINATION OF EMPLOYMENT

- a) Employee is required to serve a minimum notice period of Ninety (90) days on resignation from the services of the Company. Notice period shall commence from the date of resignation. However, in event of your resignation, the Company at its sole discretion will have an option to accept the same and relieve you prior to completion of the stipulated notice period of 90 Days, without any pay in lieu of the notice period.
- b) During Notice Period an employee can take 2 leaves subject to approval from Reporting Manager under extreme exigency. Any leave excess to this will be considered as LWP and the Notice Period shall be extended proportionately to that effect and the calculation of working days shall be done accordingly.
- c) In case of resignation, the Company reserves the right to:
 - i. extends your Notice Period subject to your satisfactory handover of charge and completing the assignments, projects.
 - ii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you.
- d) Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any act of indiscipline or inefficiency.
- e) If the Company or you have given notice of termination of your employment, the Company may direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.



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- f) Notwithstanding anything contained anywhere else, your employment with the Company may be terminated without notice or without any salary in lieu thereof if, in the opinion of the Company, you, at any time:
- commits any serious or persistent breach of any of the terms and conditions of this Appointment letter or other documents incorporated by reference in this document.
 - do or cause to be done any act, deed, matter, or thing adverse to the Company's interests.
 - are guilty of any misconduct or neglect in the discharge of your duties or exercise of your powers hereunder or otherwise vested in you from time to time.
 - fail to or neglect in observing and complying fully with all resolutions, regulations, instructions, and directions from time to time made or given to you by the Company.
 - if any information furnished by you or representation made by you is found to be incorrect or if any material information is detected by the Company to have been suppressed by you or any action on your part is found to be in contravention to the terms and conditions herein.
 - become of unsound mind.
 - are convicted of any criminal offense.

12. SERVICE AGREEMENT

During the period of your employment, the Company will incur a considerable amount of time, expenses, skills and hard work for your overall development, improvement, augmentation of skills and performance. You will also receive Company's confidential information during your employment and association with the Company. In consideration whereof, you have undertaken and assured to work for the Company for a minimum period of one year from the date of your appointment and you shall not terminate your employment with the Company in any manner for a minimum period of one year from the date of your joining the Company or else you shall pay the Company forthwith the cost of such skill development and damages of Rs. 1,00,000/- (Rupees One Lakh only)




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1. EFFECT OF TERMINATION OF EMPLOYMENT

Upon termination of your employment with the Company for any reason, you shall:

- a. hand over charge to such person or persons as informed to you.
- b. surrender to HR representative or such specified person all of the Company's and Company's client property including but not limited to any Confidential Information, all hardware, software, documents, books, or any other articles of the Company Company's client and /or copies thereof belonging to the Company which, pursuant to your employment with the Company, may be in your use, occupation, control or possession and must not retain any copies, extracts or reproductions of all or any part of that property or Confidential Information;
- c. You will continue to be bound by your employment obligations to the Company including in relation to Company's Confidential Information and intellectual property.
- d. You must not make any statements (whether oral or written) or do anything which might damage the reputation of the Company or interfere with Company's relationship with its clients and customers.
- e. Without prejudice to Company's other rights and remedies, the Company shall be entitled to deduct from your emoluments, the amount of any claims which the Company may have against you either under the terms of your employment or otherwise.
- f. Service and Experience Certificate will be issued only if you are serving defined Notice Period.
- g. Remuneration, incentives, and any other dues shall not be paid if you are not serving the defined Notice Period.

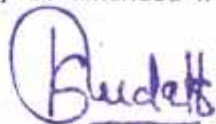
2. GOVERNING LAWS AND ARBITRATION

- a. This Appointment Letter shall be governed under the laws of India and subject to the exclusive jurisdiction of courts in Pune.
- b. Any dispute between you and the Company shall be settled by a sole arbitrator to be appointed by the Company, the place of arbitration shall be Pune and the language of arbitration shall be English.
- c. In the event of any dispute or differences arising out of this Appointment Letter or breach of any of the terms of this Appointment Letter between the parties hereto for interpretation, exercise, use or execution of any of the clauses of this Appointment Letter, the same shall be referred to the Chief Executive Officer of the Company or his duly nominated official whose decision shall be final and binding.

3. GENERAL

- a) In case of resignation / discontinuation of service, any kind of Bonus as applicable and mentioned in CTC structure will neither be paid, nor will it be calculated on pro rata basis with Full and Final Settlement
- b) The present designation is subject to change depending upon work assignment from time to time. Your compensation structure can be restructured at any time protecting the gross cost to the company.
- c) You shall at all times be governed by the Company policies that are applicable to the other employees. However, in the event of any discrepancy between the terms of this Letter and the Company policies, the terms of the Company Policies (as may be amended from to time) shall override and supersede this Letter.




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Acceptance letter and all future correspondence should be addressed to: Human Resource Department

We look forward to your joining our team for a long, successful, and pleasant association.

Please return the duplicate of copy of this Appointment Letter duly signed by you as a token of your acceptance of the Appointment Letter and terms and conditions mentioned above within fifteen (15) days, failing which this Appointment Letter stands cancelled.

Yours sincerely,

Mukti Bhagtani

Signature

Date: 1-Sep-2022

Mukti Bhagtani
Director – Human Resources

ACKNOWLEDGEMENT & ACCEPTANCE

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

I acknowledge and agree that the Appointment Letter contains the entire understanding between the Company and me in relation to my employment with the Company. I understand and agree that any changes in the terms of employment described in this Appointment Letter must be set forth in a written document signed by a duly authorized officer of the Company.

Signature:

Date: 1-Sep-2022

Name: AHIRE RAKESH KEDA



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PRIVATE AND CONFIDENTIAL

14 July 2022

ANGRE TUSHAR MAHENDRA

Plot no 187 sec no21 Yamunanagar Nigdi Pune44
Pune 411044

Dear Tushar

EMPLOYMENT AGREEMENT

We are pleased to extend to you (the Employee) an offer of employment (Agreement) with Wolters Kluwer (the Company). The specific employing entity is detailed in Schedule A. This Agreement and/or ongoing employment is subject to you:

- (a) having successful reference and background checks (where applicable);
- (b) being a permanent resident of the employment location, or having a valid work visa;
- (c) providing the Company with accurate information on the application for employment and other employment-related documents;
- (d) providing written acceptance within five (5) workdays; and
- (e) accepting and adhering to the terms and conditions outlined below.

This Agreement comprises standard terms and conditions of employment, with your specific country and individual details outlined in Schedule A. Where required by law, a copy of this Agreement will be provided in local language.

1. Position

Your position title, reporting line and location are outlined in Schedule A, which may change from time to time during the course of employment. Responsibilities are set out in the job description for your role. You are expected to undertake such other duties that may reasonably be allocated, considering the changing needs of the Company's business. Your employment location will be the nearest or otherwise designated Wolters Kluwer office, unless an alternate working arrangement has been formally agreed in writing by the Company. Depending upon business needs, you may also be required to work in other offices.

2. Commencement of employment

Your employment will commence on the start date outlined in Schedule A and will continue until terminated in accordance with this Agreement.




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3. Working hours

Your hours of work are outlined in Schedule A. From time to time you may be required to work reasonable additional hours in order to perform the duties of the position.

4. Compensation

Your compensation is outlined in Schedule A. The Company is bound to withhold tax as may be required by applicable law and assumes no responsibility for your tax affairs. Payments will be made monthly by direct bank deposit into your nominated bank account. The Company reserves the right to alter the pay cycle with notice.

Compensation review

Your compensation will be reviewed in accordance with Company policy, taking into account business and individual performance, which may or may not result in increased compensation. Compensation details are strictly confidential (between the Company and you) and shall not be disclosed to any third party without the Company's prior and formal consent.

Deductions and expenses

Subject to the prevailing laws and regulations, you consent to the deduction of any sums you owe to the Company from your compensation salary or other payments due, and acknowledge any unsettled amounts remain a debt to the Company which shall be repaid. The Company shall reimburse you for any approved, documented out-of-pocket business expenses incurred in the course of performing your role responsibilities. You shall be entitled to reimbursement upon presentation of receipts or other statements itemising expenses as required by applicable Company policy and processes.

5. Benefits

You are eligible for benefit programs outlined in Schedule A, which are:

- (a) subject to the Company's relevant policies, which may be amended or updated from time to time at the Company's discretion; and
- (b) in accordance with local regulatory requirements and aligned to market conditions.

The Company reserves the right to change, amend or withdraw benefits, with reasonable notice, as appropriate over time. In the event of any inconsistency between this Agreement and the benefits, the provisions of the amendments shall supersede the terms laid in this Agreement.

Leave

You are entitled to statutory leave of the employment location, and additional forms of leave based on the Company's policies.




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6. Probation period

Your employment is subject to a minimum probationary period as detailed in Schedule A, which commences on your start date. Your performance will be reviewed and appointment confirmed upon satisfactory completion of the probation period. The Company reserves the right to extend the probation period, in accordance with the prevailing laws and regulations, based on your performance and/or other considerations. Either party may terminate this Agreement during the probation period by providing appropriate notice or payment of salary in lieu thereof.

7. Code of Business Ethics

The Company expects all employees to behave in a professional manner, complying with all reasonable policies, including without limitation, the Company's Code of Business Ethics. You should become familiar with such Company policies and seek advice from management or Human Resources for further clarification.

8. Termination

Termination of employment will be conducted in accordance with the prevailing laws and regulations, which will supersede the terms of this Agreement where inconsistent. Your employment may be terminated by either yourself or the Company giving the other party the required notice in writing. The required notice period relating to your employment is detailed in Schedule A. In the case of termination by the Company in accordance with this clause, the Company may at its option terminate your employment immediately and elect to pay your salary in lieu of the period of notice.

By mutual consent, whole or part of the notice period may be waived, in which case liability for payment after such date will cease. The Company reserves the right to require you not to attend work and cease all or any of your role responsibilities during any period of notice (whether given by you or the Company), provided that the Company shall, in the circumstances contemplated herein, continue to pay you salary and applicable benefits for the duration of the notice.

The Company may terminate your employment without notice in circumstances or misconduct including:

- (a) If you commit any act of dishonesty, fraud, misconduct, wilful breach of duty or company policy, or serious and wilful neglect in the performance of your duties; or
- (b) You are absent from service without prior notice in writing or without sufficient cause for five consecutive days or more; or
- (c) You cause damage to the property or reputation of the Company or to the public which would warrant an action legally.
- (d) You misrepresent any of your particulars pertaining, but not limited, to past employment and all other particulars mentioned by you in your application/resume; or
- (e) You are convicted for an offence precluding or inhibiting the further performance of your duties.




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On termination, you will be required to resign from any directorships or other such roles where you are representing the Company.

On termination, the Company shall not have any further liability to you other than for compensation, allowances and perquisites that have accrued prior to the effective date of termination of employment.

Retirement

The provisions of local legislation will apply with regard to retirement. Refer to Schedule A for specific details (where applicable).

Company property

Upon termination for whatever cause or reason, you shall return, intact and without alteration or deletion, all company property including telephones, computers, books, papers, access cards, memberships and documents whether in hard copy or in soft form, entrusted to you during the course of your employment with the Company. The Company may, in its sole discretion, deduct the value of the property not returned by you in the full and final settlement. You shall, if so required by the Company, confirm in writing that you have complied with your obligations in relation to your employment with the Company.

9. Employment restraints of trade and non-solicitation

Non-competition

You hereby acknowledge and agree that you will not, directly or indirectly during your employment with the Company and for a period of six (6) months (Restraint Period) thereafter or after the termination of this Agreement, as may be applicable, enter into or in any manner take part in any business, either individually or as an officer, director, executive, agent, consultant, partner, investor principal or otherwise, which is in competition with the business of the Company or any of its affiliates in any business segment or field in which the Company or its affiliates is materially engaged or the Company's Board of Directors has approved a plan for the Company to become materially engaged in any jurisdiction in the world in which the Company or its affiliates is so materially engaged or the Company's Board of Directors has approved a plan for the Company to become so materially engaged. You acknowledge and confirm that the restrictions in this clause are a material term of your employment and that the Company has agreed to employ you and make payment of the amounts detailed in this Letter, inter alia, on the basis of this undertaking and commitment provided by you.




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Non-solicitation

You agree that during your employment with the Company and for a period of twelve (12) months (Non-solicitation Period) thereafter or after the termination of this Agreement, as may be applicable, you must not:

(a) Directly or indirectly, solicit or attempt to solicit any of the Company's (or any of its affiliate's) customers or clients for your personal benefit, induce, advise or encourage any supplier, customer, client, employee or any other person, firm, partnership, association, trust, venture, corporation, or business organisation, entity or enterprise having business dealings with the Company or any subsidiary or affiliate of the Company, to withdraw, curtail or cancel such business dealings.

You agree that during your employment with the Company and for a period of 12 months thereafter or after the termination of this Agreement, as may be applicable, you must not:

(b) Initiate the act of solicitation for the purpose of recruitment of any person who is in the employment of the Company or assist another in this act or otherwise interfere with the Company's (or any affiliate of the Company's) lawful employment relationship with any of its employees or contingent workers.

You acknowledge and confirm that the restrictions in this clause are a material term of your employment and that the Company has agreed to employ you and make payment of the amounts detailed in this Agreement on the basis of this undertaking and commitment provided by you.

You agree that the restraints in this Agreement are reasonable in all the circumstances and are intended to operate to the maximum extent. However, if a court finds any of them to be void and unreasonable for the protection of the interests of the Company or its related or associated companies, and would be valid if part of the wording was deleted or the period or area or activity was reduced, the Company agrees to accept any modification to this clause (including modifications to the Restraint Period or Non-Solicitation Period) required to make the restriction enforceable. The above restraints are separate and distinct, so that the enforceability of any restraint does not affect the enforceability of the other restraint.

10. Confidentiality

You may be exposed to confidential information throughout the course of your employment with the Company. "Confidential Information" means any information in respect of the business of the Company which is not in the public domain and includes, but is not limited to any document, book, account, process, patent, trade secret, specification, program, design or know-how which comes to your notice during your employment with the Company or thereafter, or which is generated by you in the course of your duties. This information includes any marked "confidential" or which is received in confidence from third parties.




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

If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action, including the right to terminate your employment in accordance with the prevailing laws and regulations. Without prejudice to any other rights and remedies available to the Company under law, the Company shall have the right to seek damages from you if you are found to be in breach of this clause after the term of your employment with the Company.

Confidentiality of Employment Agreement

You must not, during or after the term of this Agreement disclose to any person, any information regarding the Terms & Conditions of this Agreement. Any non-compliance is deemed a breach of the Agreement and may result in disciplinary proceedings not excluding termination of this Agreement.

11. Data privacy

You acknowledge and consent that as an employee of Wolters Kluwer your personal data, for normal employment-related purposes, will be collected, processed, used, and may be transferred within the Wolters Kluwer Group. The Company will take reasonable measures to keep your personal information private, confidential and accurate. To the extent that your personal data is collected, processed, used and/or transferred within the Wolters Kluwer Group, this transfer of data will be subject to the prevailing data privacy legislation of the employment jurisdiction. At all times the information will remain confidential as outlined in the terms of this Agreement. By signing this Agreement you explicitly acknowledge that you have been given notice of the above and that you consent to your personal information being collected, processed, used and transferred in the course of, and within the context of your employment with the Company.

12. Conflict of Interest

In accordance with the Conflict of Interest Policy within the Code of Business Ethics, you will not during the course of employment and beyond under the restraint provision, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise:

- (a) engage in any business activity similar in nature to any business conducted or planned by the Company, or
- (b) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.




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You shall not undertake, whether directly or indirectly, any other employment or operate a business of any kind whatsoever, whilst in employment with the Company.

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

Further during the course of your employment, you shall abide by the Gifts and Hospitality Policy within the Code of Business Ethics which limits the acceptance of gifts or payment for your own benefit from any person having or intending to have any business with the Company.

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

13. Intellectual property and moral rights

All inventions, discoveries, secret processes and, without limitation, ideas, improvements, reports, newsletters, proposals and works created, developed or acquired by you in the course of the performance of your duties (the Works) shall be taken to belong to the Company if:

- (a) you made them in the course of your normal duties, or in the course of duties falling outside your normal duties but specifically assigned to you, and the circumstances (in either case) were such that the Works might reasonably be expected to result from the carrying out of those duties; or
- (b) you made them in the course of your duties and, at the time of making them, because of the nature of your duties and the particular responsibilities arising from the nature of your duties, you had a special obligation to further the interests of the Company's business.

You agree to waive all moral rights which you may have or later acquire in all present and future Works created by you in the course of your employment to the extent permitted by law. This waiver extends to any licensees of or successors in title to the Works. You agree to execute any document or do anything the Company may reasonably require to be done or signed at its expense to give effect to this waiver during the course of your employment with the Company and following termination of your employment.




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14. Company policies

You will be required to comply with all Company policies, and you acknowledge it is your responsibility to be familiar with those policies. The Company reserves the right to amend or withdraw policies from time to time. If you are ever unclear about such policies, seek further advice from management or Human Resources.

A breach of any of these policies, if established, would constitute a breach of this Agreement. In the event of misconduct, disciplinary measures may apply, including termination of employment in accordance with prevailing laws and regulations, depending on the circumstances.

You agree to comply with the Company's decision to change, within reason and with notice, position title, reporting relationships, job duties and responsibilities, the legal entity and/or the jurisdiction from time to time, on the basis of individual performance or the Company's business requirements. Any such change shall not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment, provided that your compensation and level are not reduced, or responsibilities substantively changed unilaterally.

15. Health and safety

The Company accepts responsibility for providing healthy and safe systems of work, in accordance with local regulations and codes of practice. You shall carry out all work in accordance with safe practice and shall not do anything, or omit to do anything, to expose yourself or any other person to risk of injury. You shall become familiar with and comply with the Company's health and safety policies and practices, which may be amended from time to time.

16. Email and internet usage

Email and internet technology is a business tool to be used for the Company's business purposes. As such you will be required to comply with the Company's Acceptable Use Policy. Sending or downloading objectionable material and illegally downloading copyright content is considered as serious misconduct, and may result in dismissal without notice. Employees who receive unsolicited emails containing such material are to delete them forthwith. The Company reserves the right to access any business emails, devices or documents of the Employee at any time.

17. Indemnity

You undertake irrevocably to indemnify the Company and its affiliates from all claims, damages, costs and expenses (including legal expenses) that may be incurred by the Company and/or its affiliates due to or in relation to the non-performance or breach or alleged breach of any of your obligations, representations and warranties as set forth in this Agreement or by virtue of law or equity. The right of the Company and its affiliates to claim such indemnity is without prejudice to its other rights to terminate your employment or to claim any relief under law.




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Without limiting the remedies available to the Company, you acknowledge that a breach of any of the covenants in this Agreement that result in material irreparable injury to the Company and/or its associate companies for which there is no adequate remedy at law, and that it will not be possible to measure damages for such injuries precisely. You agree that if there is a breach or threatened breach, the Company or any of its associate companies shall, without prejudice to its other rights under this Agreement or at law or equity, be entitled to apply for specific performance or injunctive or other equitable relief against you.

18. Entire agreement

This Agreement, including all schedules hereto, sets forth the entire agreement and understanding between the Company and you, and supersedes all prior and contemporaneous negotiations and agreements, written or oral, relating to the subject matter hereof.

You must not, during or after the term of this Agreement disclose to any person, any information regarding the Terms & Conditions of this Agreement. Any non-compliance is deemed a breach of the Agreement and may result in disciplinary proceedings not excluding termination of this Agreement.

No waiver or variation to this Agreement shall be effective unless approved in writing by the Company. The Company reserves the right to amend, vary or add to the terms and conditions of employment at its sole discretion.

19. Unilateral variations

The Company reserves the right to transfer this Agreement and all rights under this Agreement to any other company in the Wolters Kluwer Group, whether the transferee company exists now or is created after the date of this Agreement.

20. Inconsistency

This Agreement shall be construed subject to any applicable statute, delegated legislation or industrial instrument (the applicable legislation) to the intent and effect that if any provision of this Agreement is inconsistent with or at variance with the terms of the applicable legislation which may not be varied or contracted out of, the terms of the applicable legislation will prevail and this Agreement will, to the extent of the inconsistency or purported variance, be inoperative.

21. Governing law

This agreement shall be governed in accordance with the laws of the employment location.




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22. Acceptance

By signing this Agreement you acknowledge and confirm that you:

- (a) have read, and understand and accept the terms and conditions of employment (and any post-employment restrictions) outlined in this Agreement and the Schedules to this Agreement
- (b) acknowledge you will have access to and will read the Company's policies (located on the Company's intranet);
- (c) undertake to comply with any Company policies and procedures that may be in place from time to time unless such policies and procedures are inconsistent with the terms and conditions outlined in this Agreement, in which case the Employee acknowledges that the terms and conditions in this Agreement will prevail;
- (d) understand that, notwithstanding your undertaking in (c) above, Company policies and procedures do not form part of the Agreement between the Company and the Employee; and,
- (e) understand that you are entitled to seek independent advice regarding the terms and conditions of this Agreement and that you have been given reasonable opportunity to seek such advice.

To accept this Agreement please sign below and upload a copy into Workday no later than five (5) days from the date of this Agreement. Any questions about the conditions contained in this Agreement should be directed to Human Resources.

Yours sincerely

On behalf of Wolters Kluwer (India) Private Limited



Lisa Christy
Director, Service Delivery APAC

I acknowledge that I have read this Agreement and accept the offer of employment and terms and conditions outlined herein.

Signature: _____

Date: 2022/07/14




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Schedule A

INDIA

Individual Employment Details

Employee name: Sakshi Chopade

Address: Plot no 187 sec no21 Yamunanagar Nigdi Pune44, Pune

Start date: 1 August 2022 (Note: any change to start date must be agreed by your manager and will be confirmed in writing to you)

Position title: Associate Product Software Engineer

Entity name: Wolters Kluwer (India) Private Limited

Division: Tax & Accounting

Employment type: Full time

Reporting to: Nilesh Chitale, Associate Director, Technology

Location: Old Mumbai Pune Highway, 64/A, F-2 Floor, Matrix Tower, CTS No. 4/1, Final Plot No., Wakadewadi, Shivaji Nagar, Pune- 411005, India

Work hours: Full-time workers – You will be required to work 40 hours per week, Monday to Friday. The standard office operating hours are 9:00 am to 6:00 pm.

Probation period: Ends six (6) months from date of commencement. Please note that probation may be extended at the Company's discretion.

Notice period: Your employment may be terminated by either yourself or the Company giving the other party two (2) months' notice in writing. Notice during the probation period is one (1) month.

Background checks: You may be requested to provide authorisation for a background check either at your commencement or during your employment and it is a requirement and a condition of the terms and conditions of your employment that you comply with this request.




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Compensation: Base Salary (Inclusive of PF): INR 650,000.00 per annum. The components as follows are paid on a monthly basis:

Note: Gratuity is over and above the fixed pay structure below.

Components:

Base Salary (Inclusive of PF): INR 650,000.00 per annum. The components as follows are paid on a monthly basis:

	Monthly (INR)	Annual (INR)
Basic Salary:	21,667	260,000
House Rent Allowance:	8,667	104,000
Special Allowance:	21,233	254,800
PF Employer Contribution:	2,600	31,200
Base Salary (inclusive of PF)	54,167	650,000

Benefits:

1. Medical Insurance for employee and family

- Includes Coverage for employee, dependent parents/In-Laws, spouse and up to 2 children.
- Sum assured per family is Rs. 5 Lakhs per annum.
- Covers pre-existing diseases also.
- Maternity Benefit available from day 1.
- Baby Cover available from day 1.
- Pre and post hospitalization expenses covered for 30 & 60 days respectively.

2. Accident Insurance for employee

- Employees are covered under the Group Personal Accident Insurance Policy of 3 times the Base Salary (Inclusive of PF) of the employee.

3. Term Life Insurance for employee

- Employees are covered under the Group Term Life Insurance Policy of 3 times the Base Salary CTC of the employee.

Leave:

Privilege leave: You will be entitled to 26 days of privilege leave per calendar year. A maximum of 10 days of unused privilege leave can be carried forward each year, and can be accumulated to a balance of up to 30 days. Any unused privilege leave above 42 days as at 31 December will lapse.

Sick leave: You will be entitled to 12 days of sick leave per calendar year. This entitlement cannot be carried forward or encashed. The Company will continue to pay your salary in full during absences on medical grounds subject to the production (where required) of evidence to the reasonable satisfaction of the Company that any absence was due to illness.




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Summary:

Comprehensive Leave Time Off Benefits

Leave in a Calendar Year:

- 26 Days: Privilege Leave
- 12 Days: Sick Leave
- 05 Days: Paternity Leave
- 03 Days: Bereavement Leave
- 10 Days: Fixed National and Festival Holidays
- 182 Days: Maternity leave as per statute

Additional leave: Other forms of leave, in accordance with local legislation and policies, are available on the Company intranet portal.

Note: Some leave benefits are pro-rated for employees working part-time hours, depending upon legislated requirements.

Retirement: You shall retire in the last day of the month in which you complete 62 (sixty-two) years of age. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company

Sign-on-bonus: You are eligible for a one-time sign-on bonus of INR 1,00,000 (gross), to be paid by the second pay cycle following your start date. This bonus is considered taxable income. In the event that you voluntarily end your employment with Wolters Kluwer within twelve (12) months of your start date or transfer date, you will be responsible for the return of the full amount of the sign-on bonus to Wolters Kluwer, by salary deduction and any remaining funds within 30 days of your departure.

Sakshi Chopade




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Qualys.

Continuous Security

September 10, 2022

Confidential

BAGUL NAMRATA MADHUKAR

Dhumalwadi, Akole
Ahmadnagar - 422601
Maharashtra, India

Dear Namrata

On behalf of Qualys Security TechServices Private Limited (the "Company"), we are pleased to offer you the position of **Software Engineer**, reporting to **Girish Aher, Manager, Data Platform**. This Agreement (defined below), if accepted, sets forth the terms of your **full time employment** with the Company. We consider it important for each of us to understand our mutual expectations regarding your employment with the Company. This Agreement when signed by you and an authorized Company representative will be a legally binding agreement. If there is anything you do not understand, please feel free to discuss this with us.

The purpose of this Agreement is to set out the terms of your employment with the Company:

CONTRACT OF EMPLOYMENT

This contract of employment ("Agreement") is made and entered into between the Company with its registered office at 10th to 16th Floor, Tower B, Panchshil Business Park, Survey No. 20, Balewadi, Pune - 411045 ("Office") and **Bagul Namrata M**, an individual residing at the following address ("you"): **Dhumalwadi, Akole Ahmadnagar - 422601**.

1. **Commencement, Probation and Term of Employment**
 - a) You are expected to join from **September 14, 2022** and report to the Office at **9:30 am** to complete the joining formalities. The Company reserves the right, at the discretion to extend the date of your joining by communicating the same to you in writing.
 - b) At the time of joining, you are expected to carry originals of the documents as per Annexure A and submit the copies of the same to the HR Team.
 - c) Your employment will be subject to a six (6) month probationary period (the "Probationary Period") beginning on the Commencement Date. This Probationary Period shall, at the option of the Company, be extendable by such further time as the Company deems necessary to evaluate or improve your performance levels. During the Probationary Period your services are liable to be terminated at any time, without any notice or commission or assigning of any reasons thereof and at the sole discretion of the Company.
2. **Terms and Scope of Employment**
 - a) You will be employed in the position of **Software Engineer** and will be expected to perform such duties as are normally associated with this position and such duties as are assigned to you from time to time. You will be expected, to the best of your ability, to devote your time and attention to the duties assigned to you. You will report to **Girish Aher, Manager, Data Platform**.
 - b) Your principal place of work will be **Qualys Security TechServices Pvt. Ltd., 10th to 16th Floor, Tower B, Panchshil Business Park, Survey No. 20, Balewadi, Pune - 411045**. The Company at its discretion may transfer your location.
 - c) Under the terms of this Agreement, and without the need to terminate the employment relationship or to enter into a new agreement, the Company is permitted to assign you additional tasks, to modify or remove your assigned duties, or to change the place of your employment without additional compensation to you.
 - d) You will, in addition to the terms and conditions of employment be governed by the rules, regulations and such

Qualys Security TechServices Private Limited

Registered Office:
Qualys Security TechServices Pvt Ltd,
10th to 16th Floor, Tower B, Panchshil
Business Park, Survey No. 20, Balewadi,
Pune - 411045.
CIN: U72200PN2011PTC158114

info@qualys.com | <http://www.qualys.com>




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other practices, systems, procedures and policies framed, amended, modified by the Company from time to time. Specifically, you are required, as a condition of this offer of employment, to sign and comply with the Employee Proprietary Information and Inventions Agreement ("Proprietary Information Agreement") which is attached to this letter as Exhibit B.

- e) The terms and conditions of your employment may be amended from time to time, per Company's policies. You shall be required to comply with the information security policies and procedures of the Company and its customers, notified to you from time to time.
- f) Starting prior to your joining and potentially continue post your joining, the Company shall through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. The Company reserves the right to terminate your employment without notice, at any point during the course of employment, if the background verification report is found incongruent with the information and credentials provided by you. Additionally, in such an eventuality, the Company shall require you to refund the salary/remuneration paid including employee benefits availed amongst any other benefits, till such date.

3. Compensation

- a) Your annual compensation package "cost to company value (CTC)" will be ₹ 524,000 per annum as specified in Exhibit C of this Agreement, subject to various deductions as per Company's policies and statutory provisions. This CTC includes compensation for all services rendered under this Agreement, including overtime, to the extent permitted by law.
- b) Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever
- c) You will be eligible to participate in a bonus program earning up to 10% of your annual base salary, ₹ 500,000 depending on the Company's performance.
- d) In case of any change in the existing statute or introduction of new statute or any changes in the applicable laws, the Company reserves a right to adjust the salary components within the then existing CTC to ensure that the payments are made in compliance with such statute or applicable laws.

4. Benefits

- a) You and your immediate family are eligible for coverage under the Company's Group Mediclaim Insurance Plan on a family floater basis. The effective date of coverage begins on the Commencement Date.
- b) You are eligible for coverage under the Company's Group Accident Plan.
- c) Upon the commencement of your employment, 12% of your Basic salary will be contributed by the Company towards the Provident Fund scheme. Equal contribution by you is mandatory as per the rules of the Provident Fund.

5. Vacation/Leave Entitlement and Paid Holidays

- a) You will be entitled to twenty (20) days of Privileged Leave to be used for vacation days. These leaves will be pro-rated according to the number of completed months of service in your first year of employment with the Company. In addition, you are entitled to ten (10) days for National Holidays as determined by the Company.
- b) Employees are generally encouraged to utilize all of the twenty (20) days of Privileged Leave in the calendar year. If, at any time, the total amount of unused leave reaches forty-five (45) days, then further accrual will stop. Accrual of leave will begin again only when you use your leave and the available balance falls below forty-five (45) days. As the Company develops additional employee entitlements for its India employees, it will communicate the terms of their availability to you.

Qualys Security TechServices Private Limited

Registered Office:

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10th to 16th Floor, Tower B, Panchshil
Business Park, Survey No. 20, Balewadi,
Pune - 411045.
CIN: U72200PN2011PTC158114

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Exhibit A

List of Documents

Four postal stamp size photographs;
 Photo copies of the documents showing date of birth and copies of your testimonials;
 PAN Number,
 Form 16 under Income Tax Act; and
 Certificates along with the original in support of your qualifications and experience.

Exhibit B

Qualys Security TechServices Private Limited Confidentiality and Inventions Assignment Agreement

Exhibit C			
Salary Heads	Per Month	Per Annum	Particulars
Fixed Components [A]			
Basic	16,667	200,000	40% of Base Salary
HRA	6,667	80,000	40% of Basic Salary
Other Allowance	14,167	170,000	Balance amount (Base Salary less remaining components)
Leave Travel Allowance (LTA) Exempt on production of valid supporting bills	4,167	50,000	Annual amount = 3 times of monthly Basic Salary or ₹1,20,000 whichever is less
Total Earnings Base Salary [A]	41,667	500,000	
Provident Fund Company's Contribution [B]	2,000	24,000	12% of Basic Salary
Total CTC [A] + [B]	43,667	524,000	

Qualys Security TechServices Private Limited



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 CIN: U72200PN2011PTC158114

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 Brahmavali College of Engg & RI

सर्वज्ञान
MAHA VITARAN



उद्योग विभाग

GOVERNMENT OF MAHARASHTRA

विद्युत् वित्त प्रणाली अर्थ विभाग

LABARASHTRA STATE ELECTRICITY CONSTRUCTION CO. LTD.

संख्या ३१ / I.D. No. 049179

श्री SACHIN S. BENDKULKAR

श्री S.D.E.T.

DESIGNATION

अधीनस्थ कार्यस्थान AHMEDNAGAR CIRCE

अधीनस्थ अधिकारी

अधीनस्थ अधिकारी

S. Bendkulkar

EMPLOYEE'S SIGNATURE



PRINCIPAL
Brahma Valley College of Engg. & IT



7 June 2022

BHADANE NIKITA EKNATH

nikita.bhadane92@gmail.com

Mediaocean Asia Pvt. Ltd is pleased to offer you a position of an Associate Software Engineer - Development and your work location will be Pune - India. You will be reporting to Aparna Rangaswamy. Your Total Annual Pay for the current year will be INR 815,392/ (Rupees Eight Lakh Fifteen Thousand Three Hundred NinetyTwo Only).

The terms and conditions of the offer are given below:

1. The details of your annual pay are mentioned in Annexure A.
2. You are expected to join as early as possible, but not later than 18-Jul-22.
3. This offer of employment is contingent upon satisfactory reference and background verification checks.
4. Your employment will be governed by the attached Terms of Employment. You are required to carefully read and understand these Terms of Employment as a part of accepting this offer.
5. For voluntary terminations, a period of not less than two months' notice is required from either side.

This offer letter is valid through 18-Jul-22 and shall lapse automatically, unless you confirm the acceptance by returning the duplicate copy of this letter duly signed indicating your acceptance.

We are delighted that you will be joining us and wish you a very successful career with Mediaocean.

Regards,

Ashish Saxena

Senior Director - People and Culture, APAC





Annexure B – Employee Benefits*

1. **Leaves:** You will be entitled for 24(pro-rated) paid leaves annually. The leaves are bifurcated into two categories. Earned Leaves (16 days) and Casual Leaves (8 days). The details of how to avail these leaves are mentioned in the employee handbook.
1. **Holidays:** Employees are provided a total of 12 Public holidays as per the company holiday calendar.
2. **Medical Insurance:** You will be covered under Group Mediclaim Policy for Self and Family (Spouse and up to 2 Children) for a coverage amount of INR 700,000. You may opt for coverage of your parents or parents In-law at an additional premium amount, subject to company policy during the year.
3. **Employee Term Life and Accidental Insurance:** All employees are covered by both Group Term Life insurance and the Group Personal Accidental Insurance. The coverage amount for both is 3 times annual gross salary.
4. **Education Reimbursement:** You will be entitled to an educational reimbursement of up to INR 50, 000 per calendar year.
5. **Annual Health Benefits Reimbursement:** You will be eligible for a company paid annual health checkup or gym reimbursement upto Rs 6,500/-
6. **Commuter Benefit:** You may avail the company transport facility at subsidized rates.
7. **Lunch Facility:** The Company offers paid meal facility in the common cafeteria.
8. **Maternity Benefits:** As per "The Maternity Benefits Act, 1961".
9. **Other Wellness facilities.**

* Benefit entitlement is applicable as per the prevailing company policy.

*Company reserves the right to change the internal compensation split from time to time for complying with government and tax regulations keeping CTC unchanged.





July 05, 2022

BHOVAR PRAVESH RAGHUNATH

Nakshatram-L3, Flat No. 304, Chinchwad,
Pune, Maharashtra - 411033
India.
pravesh_bhavarr@gmail.com

Dear Pravesh,

We are pleased to extend an offer of employment to you to join **Nutanix Technologies India Private Limited** (hereinafter referred as "Company") on the following terms and conditions ("Offer"), which includes and incorporates by references Annexures A - D (the Offer and Annexures are collectively referred to as "Agreement"):

You will be employed by the Company in the function of **Associate Resident Consultant**, with effect from **August 01, 2022**, or if that date is not feasible, on a mutually agreeable date which shall be confirmed in writing ("Commencement Date"), on the terms and conditions set forth in this Agreement, for an indefinite term beginning on your Commencement Date and continuing until termination in accordance with the terms set forth in Paragraph 1 of this Agreement ("Employment Period"). This offer of employment for the position of **Associate Resident Consultant** is for a regular, full-time position based in **India - Pune** and you will report directly to **Mandar Dattatray Marulkar, Director, Resident Consultants**, of the Company. Additionally, your employment with the Company is contingent upon completion of satisfactory reference and background checks, as well as your furnishing the Company with the documents set forth in Annexure C.

This offer is valid for one (1) week from date of receipt.

Please note that the terms of employment detailed in this document and annexure are confidential. These contents should not be disclosed to third parties without prior approval from the Company.

1. Compensation

- a. **Salary/Benefits:** Your annual gross salary will be **INR 1,140,000**. The specific details and break down of your total base compensation is attached in **Annexure A** ("Total Base Compensation"). Your Compensation Package will be subject to the usual deductions for tax and social security contributions normally withheld by an employer in India as required under applicable law. The Compensation Package set forth in Annexure A includes compensation for all services rendered under this Agreement.
- b. **Employee Benefits:** During the term of your employment, you will be eligible to participate in all of the Company's employee benefits. This includes comprehensive Medical and Personal Accident Insurance cover and Paid-Time Off as per Company's Leave Policy.

2. Terms and Conditions of Employment

Your employment with us will be governed by the specific terms and conditions referred to in **Annexure B**.




PRINCIPAL
Date: 11-07-2022



3. Document Submission Requirements

This offer of employment is contingent upon you furnishing the documents designated in **Annexure C** at the time of your joining the Company.

4. Employment Invention Assignment, Non-Competition, and Confidentiality Agreement

You will be required to execute and be bound by an Employment Invention Assignment, Non-Competition, and Confidentiality Agreement given to you as in **Annexure D** ("Employment Invention Assignment Agreement"). The Employment Invention Assignment Agreement shall coexist with this Employment Agreement.

5. Entire Agreement

This letter agreement (together with the agreements and annexures referred to herein) supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between you and the Company with respect to the subject matters herein. This letter (together with the agreements and annexures referred to herein) may not be modified or amended except by a written agreement, signed by the Company and by you.

[Signature Page Follows]





To indicate your agreement with all terms and your acceptance of this offer, please sign the duplicate copy of the offer on all sheets at the bottom on the right corner and return the same to the Company. Once you accept this offer and join the Company, this letter will serve as your formal Appointment Order.

We welcome you to Nutanix Technologies India Private Limited and look forward to a mutually rewarding association.

For Nutanix Technologies India Private Limited

Sankalp Saxena
Director, Nutanix Technologies India Private Limited

Acceptance of Offer

ACCEPTED AND AGREED: I confirm I am **BHOVAR PRAVESH R.** and I intend to electronically sign this document. I intend that my electronic signature shall be binding upon me in the same way as my handwritten signature. I have read and accept the foregoing offer of employment.

DocuSigned by:

Signature

7/5/2022

Date Signed



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**ANNEXURE A
TOTAL BASE COMPENSATION**

PARTICULARS	Amount in Indian Rupees	
	Per Month	Per Annum
Basic Salary	47,500	570,000
House Rent Allowance(HRA)	19,000	228,000
Leave Travel Allowance(LTA)	8,333	100,000
Children Education Allowance	100	1,200
Employer's Contribution to Provident Fund	5,700	68,400
Special Allowance	14,367	172,400
TOTAL BASE COMPENSATION	95,000	1,140,000





ANNEXURE - B
TERMS AND CONDITIONS OF EMPLOYMENT

1. Term of Employment

Subject to Clauses 5 and 6 below, the term of your employment with Nutanix Technologies India Private Limited (hereinafter referred as "Company") is intended to be for indefinite period subject to termination pursuant to the terms of this Agreement and the requirements of applicable Indian laws.

2. Outside activities

This position is for a full-time employment with the Company and you shall exclusively, diligently, and loyally devote all of your professional skills, time, energy, and best efforts to the business of the Company. You shall not take on any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholders or debenture holders) in any other trade or business, during your term of employment with the Company, without written permission from the Company.

3. Place of Work

Your place of work will be at the Company office in **India - Pune**. The Company may, after giving you reasonable notice, transfer or assign our services to any place of business of the Company that may be presently operating, or which may subsequently be acquired or established, in any part of India or abroad.

4. Hours of Work

Your working hours under this Agreement will be 40 hours per week. The Company's business day is generally Monday to Friday from 9:00am to 5:30pm, subject to a lunch break of 30 minutes. Notwithstanding these working hours, your duties may require you to engage in travel on behalf of the Company, and to work any additional hours required by the nature of your job duties and the Company's business. You expressly agree to such reasonable travel and hours of work without additional compensation, except as otherwise mandated by applicable law.

5. Probationary Period

Your employment is subject to a **six (6) month** probationary period (the "**Probationary Period**"). The purpose of the Probationary Period is to provide a means to mutually assess your suitability for the position. The Company reserves the right to revise or extend the Probationary Period depending on your performance and/or other consideration. Upon the expiry of your 6-month Probationary Period, your employment shall stand confirmed unless the Company notified you otherwise by way of a written communication prior to the expiry.

6. Termination of Employment

- a. During your Probationary Period, either party to this Agreement can terminate this Agreement by giving the other 2 weeks' notice or payment in lieu of notice without having to provide any reasons. The Company reserves the right to end your employment at any time during your probation or to extend your probation. If the Company decides to end your employment during your Probationary Period, the Company has sole discretion to put you on leave during such notice period ("Garden Leave") during which time, you will continue to receive your pay and benefits (subject any lawful deductions) through to the end of the termination of this Agreement, or to end your employment immediately by offering a payment in lieu of such notice period. After the successful completion of your Probationary Period, should you desire to terminate your employment with the Company then you shall be required to give 30 days' notice. The Company may, at its discretion, (i) relieve you before the expiry of notice period with your consent, or (ii) upon your request, without being obligated to do so, allow you to leave service during the




PRINCIPAL



notice period only upon you making payment to the Company in the form of damages for breach, which is the amount equivalent to your salary for the balance unexpired portion of the notice period.

- b. After the successful completion of your Probationary Period, should you desire to terminate your employment with the Company then you shall be required to give 30 days' notice. The Company may, at its discretion, (i) relieve you before the expiry of notice period with your consent, or (ii) upon your request, without being obligated to do so, allow you to leave service during the notice period only upon you making payment to the Company in the form of damages for breach, which is the amount equivalent to your salary for the balance unexpired portion of the notice period.

7. Termination of Employment

- a. After successful completion of your Probationary Period, the Company shall be entitled to terminate your employment for reasonable cause any time by giving you 30 days' notice or salary in lieu thereof, or prorated salary for the balance notice period in case you have been permitted to work for a certain portion of the notice period.
- b. Notwithstanding the aforesaid or anything else to the contrary mentioned in this Agreement, the Company may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of the Company's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any of the terms of this Agreement or Company Policy or other documents or directions of the Company, or irregularity in attendance, or your unauthorized absence from the place of work for more than five (5) working days, or upon you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients and/or customers or the commission or omission of an act that may amount to misconduct under Company Policies and/or applicable laws.
- c. Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects etc.
- d. During the notice period, the Company will continue to pay its share of insurance premiums, if applicable.
- e. On acceptance of the resignation notice, you will be required to immediately give up to the company all correspondences, specifications, formulae, books, documents, market data, literature, drawings, effects or records, et al. belonging to the Company or relating to its business and shall not make or retain any copies of these items.

8. Holidays / Leave

General Holidays will be declared at the beginning of the Calendar year and all full-time employees are entitled to this benefit. You may be called upon to attend duties as and when required on holidays, as may be scheduled in accordance with the needs of the Company. You will be entitled to vacation as per the company's Paid Time Off policy. Casual leave without notice will be considered as Leave against Loss-of-pay. Additional leave will be against Loss-of-Pay.

9. Illness

In the event that you are prevented from performing your duties under this Agreement as a result of illness, injury, or other incapacity, you shall be required to give notice thereof to the Company at the earliest possible opportunity.





During a period of illness or incapacity, you agree to (i) comply with all provisions of Indian law regarding illness or disability; (ii) follow all instructions or directions of the Company and/or other authority so designated by the Company, if any; and (iii) cooperate with a medical examination by a physician to be appointed by the Company, if such examination is required by the Company in addition to (i) and (ii) above. During the first twelve (12) months of continuous service with the Company and during every subsequent twelve (12) months of such continuous service, you shall be entitled to take sick leave for a period not exceeding 15 days, on the ground of your illness, injury, or other incapacity. Such leave cannot be carried forward into the next year and will lapse at the end of each year.

10. Disclosure of Information

During the term of your employment with the Company, you are required to disclose all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly. If at any time during your employment, the Company becomes aware that you have suppressed any material or relevant information required to be disclosed by you, it reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by the Company.

Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing within three (3) days from the start of such change.

Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address as recorded in the Company's records.

11. Adherence to Company Policy/Rules and Regulations

You agree to conform to and comply with the Company's Policies and such directions and orders as may from time to time be given by the Company. In addition to the terms and conditions of employment specifically stated herein, you shall also be governed by the rules, regulations, and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time.

Your employment shall also be governed by statutory laws enacted by Central and State Government or local authorities as may be applicable from time to time.

12. Compliance with Applicable Law

You agree to comply with all applicable laws, regulations, and governmental orders of India and the United States, now or hereafter in effect, relating to your employment by the Company.

13. Travel

Although you will be posted in the Company's **India - Pune** office, you may be required to make visits and travel both within India and overseas, as necessary for the proper discharge of your duties.

14. Non-Solicitation

You agree that during the term of your employment with the Company until one year after its termination, you will not, either directly or indirectly, separately or in association with others: (a) encourage or solicit any Company Personnel to accept any employment relationship, independent contractor relationship or other similar relationship with you, any of your affiliates, or anyone else; or (b) encourage any Company Personnel to terminate their employment or independent contractor relationship with the Company. For purposes of this Agreement,





“Company Personnel” shall mean any person who was an employee or independent contractor of the Company as of the date of this Agreement.

15. Employment Invention Assignment Agreement

You acknowledge and agree that any work that you may be conducting either on the premises of the Company or otherwise with regard to patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done on behalf of the Company. In this regard, you agree to execute an Employee Invention Assignment Agreement annexed to the Agreement.

16. Disclosure of Other Agreements and Contractual Obligations

If you have not already done so, you must disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed, which includes but is not limited to, obligations relating to non-solicitation of employees of your prior employer or non-compete obligations. In entering into this Agreement, you represent that you have disclosed any such obligations to the Company or will disclose any such obligations to the Company prior to your Commencement Date.

Furthermore, the Company takes very seriously any, and all obligations imposed on you by your prior employers or companies with whom you had a contractual relationship as an independent contractor or consultant. By signing this Agreement, you agree that you will not retain any documents, information, or other materials related to the business of any prior employer or company with whom you have had a contractual relationship in any form (including personal email, electronic files, USB sticks, hard drives, etc.) which you may have obtained (whether directly or indirectly) in your role as an employee or independent contractor/consultant. Furthermore, you agree that you will not disclose or use, in connection with your employment with the Company, any non-public, confidential or otherwise proprietary documents, information, or materials relating to the business of any prior employer or company with whom you had a contractual relationship.

17. Arbitration

You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Bangalore.

This is to certify that I have read Annexure B and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them.

DocuSigned by:


7/5/2022

Date




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ANNEXURE – C

At the time of joining, you are requested to submit the copies of the following documents:

1. Cancelled Cheque. If you do not have cheque please submit Bank Statement front page/ Passbook front page.
2. Scanned copies of the below documents:
 - PAN Card
 - Aadhar Card
 - Valid Passport and Work Permit in case of foreign citizens
 - Passport (Optional)
 - UAN Card

[Annexure D – Follows]



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Anna Valley College of Engineering & Technology



ANNEXURE – D

EMPLOYEE INVENTION ASSIGNMENT, NONCOMPETITION AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with Nutanix Technologies India Private Limited, a company duly incorporated under the Companies Act, 1956 (the "Company"), I, Chinmay N Gawde, hereby represent to, and agree with the Company as follows:

- 1. Purpose of Agreement.** I understand that the Company is engaged in a continuous program of development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and Intellectual Property (as defined below). Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create Inventions and Intellectual Property of value for the Company.
- 2. Proprietary Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that will be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("**Proprietary Information**"). Such Proprietary Information includes but is not limited to Inventions, Intellectual Property, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists and other information and materials concerning the Company's business, operations or plans.
- 3. Confidentiality Obligations.** I understand and acknowledge that I will acquire Confidential Information in the course of or incidental to my employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by me or by other persons or firms to compete with the Company. Accordingly, I agree that I shall not, directly or indirectly, at any time, during the term of my employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body.

Further, I agree that I will give the Company prompt notice of any such order / direction of a court / regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with the Employee's expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, I shall furnish only that portion of the Confidential Information which is legally required by the Governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

I understand that the Company at times receives information from third parties that the Company must maintain in confidence and use only for limited purposes ("Third Party Information"). I agree that I shall not, directly or





indirectly, at any time, during the term of my employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or disclose Third Party Information except as permitted by the written agreement between the Company and such third party, unless such use or disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, I agree that I will give the Company prompt notice of any such order / direction of a court / regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Employee shall furnish only that portion of the Third Party Information which is legally required.

4. **Disclosure of Inventions and Intellectual Property.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("*Inventions*") and **Intellectual Property** that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets. **Intellectual Property** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, India projects, and other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

5. **Work for Hire; Assignment of Inventions and Intellectual Property.**

a. *Owned by Company.* I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act in India and under international copyright laws and that the Company will be considered the owner of such copyrightable works. I agree that all Inventions and Intellectual property and other rights related thereto that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company's business or current or anticipated India and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

b. *Owned by Employee.* I have attached as Attachment 1 a complete list of all Inventions and Intellectual Property to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and Intellectual Property at the time of signing this Agreement.

6. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, I hereby irrevocably transfer and assign to the Company all Intellectual property Rights. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv)





right to obtain and hold appropriate registrations in Intellectual Property and, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

7. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions and Intellectual Property in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the appropriate authorized representatives of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

8. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). I further agree to conform to the rules and regulations of the Company.

9. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

10. **Publication of Material Concerning Company Business.** Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or future business, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days of such submission, the Company agrees to notify me whether the Company believes such material contains any Proprietary Information, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information. I further agree to obtain the consent of the Company prior to any review of such material by persons outside the Company.

11. **Name & Likeness Rights, Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

12. **Maintenance of Records.** I hereby acknowledge and agree that my contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. During the term of my employment and for six (6) months after termination of my employment with the Company,





I agree to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that I do not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by me (alone or with others) during the period of employment, shall be promptly disclosed to the Company (such disclosure to be received and kept in confidence).

13. **Third Party Rights.** I hereby represent and warrant that I will not use or integrate any third-party materials or data that are not validly licensed to the Company unless previously authorized by my reporting officer in the Company. I represent and warrant that I have not violated the Intellectual Property Rights of any third party, and covenant that I shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for my violation of any Intellectual Property Rights, I undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

14. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

15. **Governing Law; Severability.** I understand that although I may work for the Company outside of Bangalore or India, I understand and agree that this Agreement will be governed, interpreted and enforced in accordance with the laws of India, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

16. **Dispute Resolution.** Subject to the exceptions set forth below, I agree that any and all claims or disputes that I have with the Company, or any of its employees, which arise out of my employment or under the terms of my employment, shall be resolved through final and binding arbitration, as specified herein. This shall include, without limitation, disputes relating to this Agreement, my employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of my employment with the Company or its termination. The only claims or disputes not covered by this paragraph are disputes related to (i) workers' compensation laws and (ii) issues affecting the validity, infringement or enforceability of any trade secret or patent rights held or sought by the Company or which the Company could otherwise seek; in both of the foregoing cases such claims or disputes shall not be subject to arbitration and will be resolved pursuant to applicable law. Binding arbitration will be conducted in Bangalore, India in accordance with the rules and regulations of the Indian Arbitration and Conciliation Act, 1996. If, at the time the dispute in question arose, I lived and worked outside Bangalore or India then I have the option of requesting that the arbitration take place in the jurisdiction in which the Company has an office that is nearest to my home. Each party will split the cost of the arbitration, filing and hearing fees, and the cost of the arbitrator. Each side also will bear its own attorneys' fees; that is, the arbitrator will not have authority to award attorneys' fees unless a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has authority to make such award as permitted by the statute in question. I understand and agree that the arbitration shall be instead of



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any trial in court and that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

17. **Terms of Employment.** I understand that this Agreement, in itself, does not constitute a contract of employment or obligate the Company to employ me for any stated period of time beyond the time as provided for in my Employment/Appointment Letter. I understand that my employment can be terminated at any time, for any reason or for no reason, by the Company and by me by providing a written notice of 30 days to the Company. Unless the Company and I have entered into another written document that expressly supersedes this Section 17, this is the complete agreement between the Company and me on this term of my employment. This Agreement shall be effective as of the first day of my employment by the Company.

This Agreement can only be modified by a written agreement executed by a duly authorized officer of the Company. Discharge of my undertakings in this Agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. If any provision contained in this Agreement is held to be invalid or unenforceable, the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

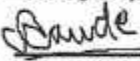
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I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

DocuSigned by:

7/5/2022
Employee signature

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ATTACHMENT 1

1. The following is a complete list of all Inventions or Intellectual Property or Improvements relevant to the subject matter of my employment by Nutanix Technologies India Private Limited (the "*Company*") that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Employee Invention Assignment and Confidentiality Agreement:

No inventions or intellectual property or improvements.

See Below:

NA




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2. I propose to bring to my employment the following materials and documents of a former employer without breaching any confidentiality obligations with the former employer:

No materials or documents

See below:

NA

DocuSigned by:

3E40B4D716C44E

Employee signature

Date: 7/5/2022

Place: Pune




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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

Superset ID: 1205981

Letter of Intent ("LOI")

BODKE RAVINDRA BALU

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.




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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, 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 1205981**
- 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 1205981**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1205981**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

BODKE RAVINDRA BALU

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

This is a system generated document and does not need a signature

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




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Pratap Valley College of Engg. & RI



APPOINTMENT LETTER

February 3, 2022

CHANDRATRE GITESH MAHESH

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




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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

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.



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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 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th 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




PRINCIPAL

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.
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



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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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Gitesh C.M, 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: Gitesh Chandratre

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
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167



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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.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- 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
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- 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:

- The special bonus is subject to:
 - you being "active" in the services of the company through to retention date as applicable
 - your employment has not been terminated for poor performance or for cause prior to retention date
 - you have not resigned voluntarily or abandoned your job as of the retention date
- 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.
- 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
- 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
- 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.
- You shall keep the contents of this letter confidential



Handwritten signature
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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



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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:

- 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
- 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

- 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.
- 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

- 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.
- 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:
 - 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.



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- 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.



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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 Gitesh C. Mi 3/2/2022 1:44 PM

(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 W :wipro.com
560 035


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Offer: Computer Consultancy
Ref: TCSL/DT20218137382/Pune
Date: 02/11/2021

Chaudhari Akash Yuvaraj

Janki Nagar Behind Gokul Hotel Yawal Road Yawal Road,
Faizpur,
Faizpur-425503,
Maharashtra.
Tel# 91-8459198559

Dear, Chaudhari Akash Yuvaraj

Sub: Letter of Offer

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

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

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

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

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

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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




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PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:




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1. Basic Cover

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

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

2. Higher Hospitalisation

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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




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RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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

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3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. 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

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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.

13. 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.

14. 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.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. 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.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. 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.

19. 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.

20. 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)

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- 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

21. 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.

22. 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.

23. 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

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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.

24. 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.

25. 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.

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Withdrawal of Offer

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
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

Name	Chaudhari Akash Yuvaraj
Designation	Assistant System Engineer-Trainee
Institute Name	Pimpri Chinchwad Education Trust'S Pimpri Chinchwad College Of Engineering And Research

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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

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

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Annexure 2

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





Confidentiality and IP Terms and Conditions

1. Confidential Information

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



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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

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4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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TATA CONSULTANCY SERVICES

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. 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.

9. No License

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





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10. 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.

11. 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.




PRINCIPAL



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

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

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Offer has been accepted[Printable Format](#)

SEZ Unit 2-7th Floor, IT Building, M/s. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel: 02066046000/67119000

SOLUTIONS PVT. LTD.

Ref:673061

Date: January 29, 2022

DANDAGAVAL BHAVESH RAVINDRA

Subhashanagar, Mafco company, Kate Electronics, Koregaon ,
Satara, Maharashtra
India - 415501.

Dear, DANDAGAVAL BHAVESH RAVINDRA

We are pleased to confirm our offer of employment to you as **Associate Software Eng. in Grade G1.**


During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of **Rs.550,000 (Rupees Five Lakh Fifty Thousand Only)** (Including Loyalty Bonus Applicable only once, on completion of 1st year from Date of joining) the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

LOCATION

The company may require you to work at any of the company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

MEDICLAIM INSURANCE


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- **Employee + Spouse + 2 Children:** All employees are entitled to a coverage of Group Mediclaim Insurance policy of an amount with maximum limit of Rs.3,00,000/- (Rupees Three Lakhs Only) from the day one with features like family floaters, maternity benefits etc. Employee can cover himself/herself and immediate family members i.e., legally wedded spouse and 2 dependent children (max. age up to 25 Yrs.) only.
- **Group Term Life Insurance:** All employees are entitled to a self-coverage of Group Term Life Insurance of an amount with maximum limit of Rs.20,00,000/- (Rupees Twenty Lakhs Only) from the day one.
- **Group Personal Accident Insurance:** All employees are entitled to a self-coverage of Group Personal Accident Insurance of an amount with maximum limit of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) from the day one.
- **Parental Mediclaim Insurance:** In case, an employee wants to cover his/her dependent Parents or Parent-in-laws, he/she can enroll them under separate Voluntary Parents Mediclaim Policy.
- **Covid Insurance:** All employees are entitled to a self-coverage of Covid Insurance of an amount with maximum limit of Rs.50,000/- (Rupees Fifty Thousand Only) in case of hospitalization or home quarantine.

Times Square 7th Floor C Wing, Smartworks Coworking Spaces, Andheri-Kurla Road, Andheri East - 400058

Tel: +91 22 2617 2600 CIN: U72900MH2002PTC138369 www.xoriant.com




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**SOLUTIONS PVT.LTD**

For more details on the above, employee can refer to the detailed Medidclaim policy available on company intranet or contact your location Facility Management Team.

CODE OF CONDUCT

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. 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 the employees from time to time and you will be required to comply with the same.

PROFESSIONAL ETHICS

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

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ANNUAL LEAVE/PUBLIC HOLIDAYS

You will be entitled to 18 days of Privilege leaves and 8 days of Casual leaves per calendar year of service, on pro-rata basis. Privilege leaves will get credited in the first week of every month for the previous month at the rate of 1.5 days per month on pro-rata basis. Casual leaves shall be credited in the first week of every quarter, at the rate of 2 days per quarter on pro-rata basis.

Also, in case of separation, balance Privilege leaves will be paid (encashed) in Full & Final Settlement on the basis of basic pay.

NO DUAL EMPLOYMENT

You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company. In the event you breach the terms mentioned herein, the Company at its sole discretion may terminate your employment without any notice, with immediate effect.

NOTICE PERIOD/TERMINATION

a. This Appointment Letter may be terminated by either party by giving 60 Days written notice or gross monthly salary in lieu thereof ("Notice Period"). Any shortfall in the Notice Period shall be recovered from your full and final settlement. In case of resignation, the Company reserves the right to:

- i. relieve you earlier than the Notice Period;
- ii. extend your Notice Period for a satisfactory handover of charge and completing the pending assignments;
- iii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
- iv. direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.

Your employment will be subject to termination by 60 Days written notice or salary in lieu of written notice from either side.

a.b. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day. The Company reserves the right to pay or recover salary in lieu of notice period. Employees cannot use their accumulated leave to serve the notice period.

b.c. Company may terminate your employment immediately with or without notice on the occurrence of your:

- i. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- ii. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- iii. Involvement in any act of moral turpitude.
- iv. At any point of time during your service with the Company, you are found to be unfit or incapacitated on medical grounds and unable to work, you can be terminated from the services of the Company. The opinion of the Doctor appointed / authorized by the Company in this regard will be taken as final and binding.

RELOCATION EXPENSES

The termination of your employment with Xoriant Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

NON-DISCLOSURE AGREEMENT

I Bhaves D. , acknowledge that once I accept this offer letter any information concerning Xoriant Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details ,trade secrets and other proprietary information) is of a



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highly confidential nature, and that, as a result of my employment with Xoriant Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xoriant Solutions Pvt. Ltd and/or other members of the Xoriant Solutions Pvt. Ltd which, if known to the competitors, would damage Xoriant Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior on onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xoriant Solutions Pvt. Ltd and its representatives, or as directed in writing by Xoriant Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xoriant Solutions Pvt. Ltd which is not generally available to the parties outside Xoriant Solutions Pvt Ltd.




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Sincerely
For Xoriant Solutions Pvt.Ltd



Vaishali Walimbe
Director, Talent Acquisition

HR Signatory
Actual Date of Joining:

Agreed & Accepted on

DANDAGAVAL BHAVESH RAVINDRA

Agreed & Accepted on

DANDAGAVAL BHAVESH RAVINDRA



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Annexure A		
SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	11,250	135,000
HOUSE RENT ALLOWANCE	5,625	67,500
CONVEYANCE ALLOWANCE	1,600	19,200
FIXED ALLOWANCE	12,268	147,210
MEAL COUPON	2,200	26,400
GIFT CARD	417	5,000
FLEXI PLAN	0	0
A	33,360	400,310
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
B	2,250	27,000
C = A + B	35,610	427,310
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,490
D	1,891	22,690
E = C + D	37,501	450,000
Loyalty Bonus* (Applicable only once, on completion of 1st year from Date of joining)		100,000
CTC = E + Loyalty Bonus		550,000

*Note- "If you remain continuously employed by the Company and provided that you have not received any type of Disciplinary Action, the Company will pay you a bonus in an amount of Rs. **100,000**, less applicable withholdings and deductions (the "Loyalty Bonus"). The Loyalty Bonus will be paid in a lump sum, post completion of one year along with confirmation appraisal."

Sincerely

For Xoriant Solutions Pvt.Ltd

Vaishali Walimbe
Director, Talent Acquisition

HR Signatory

Actual Date of Joining:




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Agreed & Accepted on

DANDAGAVAL BHAVESH RAVINDRA

Agreed & Accepted on

DANDAGAVAL BHAVESH RAVINDRA

Deshmukh P.D. you are signed in, My Account Options

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Offer has been accepted

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SEZ Unit 2-7th Floor, IT Building, W/S. Qubix Business Park Pvt. Ltd. SEZ, near Rajiv Gandhi Infotech Park, Phase-1 Hinjewadi, Pune- 411 057 Tel: 02066046000/67119000

Ref:673020

Date: March 1, 2022

Deshmukh aPrasad Dhananjay

E-16, Giriraj Vihar, Bijlalnagar, Chinchwad , E-16, Giriraj Vihar, Bijlalnagar, Chinchwad
Pune, Maharashtra
India - 411033.

Dear, Deshmukh Prasad Dhananjay

We are pleased to confirm our offer of employment to you as Associate Software Eng. in Grade G1.

During your training cum probation period of 12 months, you are entitled to an annual gross compensation package of Rs.550,000 (Rupees Five Lakh Fifty Thousand Only) (including Loyalty Bonus Applicable only once, on completion of 1st year from Date of joining) the breakup for which is given in Annexure A.

On successful completion of training cum probation period, you will be extended a full-time employment and your grade shall stand revised to G2. Changes in your compensation and other terms are subject to discretion of the company, statutory requirements, your performance in the company and other relevant criteria. Tax liability will be as per Income Tax rules.

LOCATION

The company may require you to work at any of the company locations or at the customer's site both within and outside India. You will be given reasonable notice of any travel or re-location requirement.

MEDICLAIM INSURANCE

- **Employee + Spouse + 2 Children:** All employees are entitled to a coverage of Group Mediclaim Insurance policy of an amount with maximum limit of Rs.3,00,000/- (Rupees Three Lakhs Only) from the day one with features like family floaters, maternity benefits etc. Employee can cover himself/herself and immediate family members i.e., legally wedded spouse and 2 dependent children (max. age up to 25 Yrs.) only.
- **Group Term Life Insurance:** All employees are entitled to a self-coverage of Group Term Life Insurance of an amount with maximum limit of Rs.20,00,000/- (Rupees Twenty Lakhs Only) from the day one.
- **Group Personal Accident Insurance:** All employees are entitled to a self-coverage of Group Personal Accident Insurance of an amount with maximum limit of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) from the day one.



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- **Parental Mediclaim Insurance:** In case, an employee wants to cover his/her dependent Parents or Parent-in-laws, he/she can enroll them under separate Voluntary Parents Mediclaim Policy.
- **Covid Insurance:** All employees are entitled to a self-coverage of Covid Insurance of an amount with maximum limit of Rs.50,000/- (Rupees Fifty Thousand Only) in case of hospitalization or home quarantine.

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For more details on the above, employee can refer to the detailed Medclaim policy available on company intranet or contact your location Facility Management Team.

CODE OF CONDUCT

We at Xoriant are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including the Code of Business Conduct and other policies of the Company as they form an integral part of the terms of your employment with Xoriant. 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 the employees from time to time and you will be required to comply with the same.

PROFESSIONAL ETHICS

You will be required to deal with the Company's money, material and documents and other resources, with honesty and a high standard of ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

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ANNUAL LEAVE/PUBLIC HOLIDAYS

You will be entitled to 18 days of Privilege leaves and 8 days of Casual leaves per calendar year of service, on pro-rata basis. Privilege leaves will get credited in the first week of every month for the previous month at the rate of 1.5 days per month on pro-rata basis. Casual leaves shall be credited in the first week of every quarter, at the rate of 2 days per quarter on pro-rata basis.

Also, in case of separation, balance Privilege leaves will be paid (encashed) in Full & Final Settlement on the basis of basic pay.

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You shall devote your full time and attention to the performance of your duties incidental to your position with the Company. During your employment with the Company, you are refrained from taking up any other employment, consultancy, or any other job (with or without remuneration), without the prior written consent of the Company. In the event you breach the terms mentioned herein, the Company at its sole discretion may terminate your employment without any notice, with immediate effect.

NOTICE PERIOD/TERMINATION

a. This Appointment Letter may be terminated by either party by giving 60 Days written notice or gross monthly salary in lieu thereof ("Notice Period"). Any shortfall in the Notice Period shall be recovered from your full and final settlement. In case of resignation, the Company reserves the right to:

- i. relieve you earlier than the Notice Period;
- ii. extend your Notice Period for a satisfactory handover of charge and completing the pending assignments;
- iii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
- iv. direct you not to perform any of your duties and to remain away from the Company premises and/or not to contact clients or other employees of the Company for all or part of the Notice Period.

Your employment will be subject to termination by 60 Days written notice or salary in lieu of written notice from either side.

a.b. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day. The Company reserves the right to pay or recover salary in lieu of notice period. Employees cannot use their accumulated leave to serve the notice period.

b.c. Company may terminate your employment immediately with or without notice on the occurrence of your:

- i. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- ii. Engaging in misconduct (wilful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- iii. Involvement in any act of moral turpitude.
- iv. At any point of time during your service with the Company, you are found to be unfit or incapacitated on medical grounds and unable to work, you can be terminated from the services of the Company. The opinion of the Doctor appointed / authorized by the Company in this regard will be taken as final and binding.

RELOCATION EXPENSES

The termination of your employment with Xorient Solutions for any reason on your own, or by the company for a cause like misconduct, fraud or moral turpitude, in each case within one year of your employment or transfer will result in forfeiture of your relocation expenses to be paid in full as part of the full and final settlement.

NON-DISCLOSURE AGREEMENT

Dashmukh P. D. acknowledge that once I accept this offer letter any information concerning Xorient Solutions Pvt. Ltd (including but not limited to pre-onboarding learning modules and learning platform details, trade secrets and other proprietary information) is of a highly confidential nature, and that, as a result of my employment with Xorient Solutions Pvt. Ltd prior to and during the Term are proprietary and confidential information concerning the business of Xorient Solutions Pvt. Ltd and/or other members of the Xorient Solutions Pvt. Ltd which, if known to the competitors, would damage Xorient Solutions Pvt. Ltd businesses. Accordingly, I hereby agree that prior onboarding, during the Term and thereafter, I shall not divulge or appropriate for my own use, or for the use or benefit of any third party (other than Xorient Solutions Pvt. Ltd and its representatives, or as directed in writing by Xorient Solutions Pvt. Ltd), any information or knowledge concerning the business or internal, proprietary information of Xorient Solutions Pvt. Ltd which is not generally available to the parties outside Xorient Solutions Pvt Ltd.

Dashmukh P. D. We believe that people form the strongest foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a high degree of ethical sensitivity. We look forward to having you join Xorient Solutions Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

In case of any query please feel to contact Akash Suresh Gaikwad email: Akash.S.Gaikwad@Xorient.com.



PRINCIPAL
Brahma Valley College of Engg. & RI

Sincerely
For Xoriant Solutions Pvt.Ltd



Vaishali Walimbe
Director, Talent Acquisition

HR Signatory
Actual Date of Joining:

Agreed & Accepted on

Deshmukh Prasad Dhananjay

Agreed & Accepted on

Deshmukh Prasad Dhananjay



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Annexure A		
SALARY STRUCTURE	PER MONTH	PER ANNUM
BASIC	11,250	135,000
HOUSE RENT ALLOWANCE	5,625	67,500
CONVEYANCE ALLOWANCE	1,600	19,200
FIXED ALLOWANCE	12,268	147,210
MEAL COUPON	2,200	26,400
GIFT CARD	417	5,000
FLEXI PLAN	0	0
A	33,360	400,310
MEDICAL ALLOWANCE	1,250	15,000
LEAVE TRAVEL ASSISTANCE	1,000	12,000
B	2,250	27,000
C = A + B	35,610	427,310
PROVIDENT FUND	1,350	16,200
GRATUITY	541	6,499
D	1,891	22,698
E = C + D	37,501	450,008
Loyalty Bonus*(Applicable only once, on completion of 1st year from Date of joining)		100,000
CTC = E + Loyalty Bonus		550,008

*Note- "If you remain continuously employed by the Company and provided that you have not received any type of Disciplinary Action, the Company will pay you a bonus in an amount of Rs.100,000, less applicable withholdings and deductions (the 'Loyalty Bonus'). The Loyalty Bonus will be paid in a lump sum, post completion of one year along with confirmation appraisal."

Sincerely

For XORiant Solutions Pvt.Ltd

Vaishali Walimbe
Director, Talent Acquisition

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Deshmukh Prasad Dhananjay

Agreed & Accepted on

Deshmukh Prasad Dhananjay



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**ANNEXURE B**

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

BASIC

It is the basic amount of the CTC which is around 30% of the CTC and is taxable on all cases.

HRA

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

CONVEYANCE ALLOWANCE

Conveyance up to Rs.1600/- PM (Rupees One Thousand and Six Hundred Only Per Month) totaling to Rs.19200/- PA is taxable.

FIXED ALLOWANCE

Taxable

MEAL COUPON

These are the ticket coupons which are received on monthly basis and are exempt if claimed as coupons.

GIFT CARD

Tax free to the extent of Rs.5000/-pa (Rupees Five Thousand Only) per annum. It is given before Diwali. If Employee joins after Diwali, Gift card will be given in March.

FLEXI PLAN

This is a taxable portion wherein the employee claims (any or all) Meal Coupons, Gift Card, LTA, PF in their salary as taxable

MEDICAL ALLOWANCE

Medical Allowance up to Rs.1250/- PM (Rupees One Thousand Two Hundred and Fifty Only Per Month) totaling to Rs.15000/- PA is Taxable.

LEAVE TRAVEL ASSISTANCE

New employees are eligible for LTA provided leave is taken as per the rules of the Company. The maximum LTA that can be reimbursed is as per the amount mentioned in your CTC. This component is processed only on submission of bills. Employee can produce only Air / Train Tickets. If bills are not submitted then the entire amount is paid as taxable at the end of Year.

PROVIDENT FUND

You can participate in the Company's Employee's Provident Fund scheme, wherein the Company will match your annual contribution of 12% of your annual basic salary. The details are given in the Annexure.




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GRAUITY

On completion of five years of service with the company, you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your account annually.

Sincerely

For Xoriant Solutions Pvt.Ltd

HR Signatory

Actual Date of Joining:

Agreed & Accepted on

Deehmukh Prasad Dhananjay




PRINCIPAL
Brahma Valley College of Engg. & RI

APPOINTMENT LETTER

Confidential

Date: 11-Jul-2022

Employee ID : 5258 - Dhanawade Bhushan Vijay

Shreenivas Bungalow, Prabhat Colony 2,
Near Sejal Park, Keshavnagar,
Chinchwad,
Pune-411033 Maharashtra

Dear, Dhanawade Bhushan Vijay

Sub.: Appointment for Employment as Software Engineer Trainee

This letter confirms your full time employment as Software Engineer Trainee with Yardi Software India Private Limited ("Company") Pune. Start date of this position is 11-Jul-2022 at 9.30 a.m. Responsibilities include, but are not limited to:

Developing and maintaining applications/reports in accordance with requirements from our client.

1. Appointment

Your place of posting shall initially be Pune (India). However, you can be posted to any location in India or abroad, as may be required for the Company's business, subject to Company's policies from time to time.

2. Remuneration:

- a. You will be paid Annual Gross Salary as detailed in Annexure A.
- b. In addition to the above, you shall be entitled to receive various employee benefits as detailed in Annexure A. These benefits are governed by the Company's policies and are subject to revision from time to time.
- c. Salary reviews and re-fitments will always be subject to the schedules as may be implemented by the Company from time to time. Your growth in the Company and increment in the salary will depend solely on your performance and contribution to the Company. Your employment should be confirmed by the company before being eligible for any salary review.
- d. In case of change in the existing statute or introduction of new statute including but not limited to requiring payment of new salary component or existing salary component at a higher percentage, the Company reserves a right to adjust the salary components within your then existing Annual Gross Salary.



- e. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

3. Hours of Work

- a. You will be required to work for 8.5 hours per day (Monday to Friday) including half an hour for lunch. Further, depending on project/work contingencies, work load and business requirements, at any given time you may be required to work outside these stated hours, including weekends.
- b. You may also be expected to travel to other locations at times outside of your official working hours. You may at any time be called upon to perform other than your normal duties which in the opinion of the Company are within your capacity to discharge and you will forthwith undertake these duties with care and diligence.
- c. You agree to work at timings that overlap with the Company's global clients/offices as needed.

4. Probation Period

Your employment is subject to a minimum of six month probation period at the end of which your performance will be evaluated and a decision on your confirmation will be taken. Your retention in the Company's service will be subject to your successful confirmation and maintaining the expected level of performance thereafter.

During the Probation Period, either Party may terminate this employment, with or without any reason, by giving a one (1) day written notice to the other party.

5. Condition for Appointment for Employment

- a. The Appointment for Employment is subject to:
- i. Your acceptance of Appointment for Employment
 - ii. Your employment may be subject to you being found medically fit by our medical authority and you will submit to medical examination as and when required by the company. After joining the company's rolls, your retention in the company's service will be subject to your maintaining yourself in a state of Medical fitness.
 - iii. You clearing of background verification test. Please submit the documents within 7 days of receipt of this Appointment of Employment as per Annexure B;
 - iv. You being free from any obligation owed to a third party which might prevent you from joining the Company;
 - v. The information provided by you in relation to your employment by the Company regarding your background and/or previous employment being complete, accurate and not misleading in any respect; and all information obtained by the Company in respect of you being fully satisfactory to the Company;



- vi. You are complying with all the statutory as well as Company's rules and regulations applicable to your employment.
 - vii. You are expected to join the Company after your present employer formally relieves you. However, in case you are unable to present the relieving letter at the time of joining, Company will not be liable for any consequences arising out of your previous employment. You shall indemnify and hold the Company harmless against any costs, losses and expenses that the Company may be required to pay as a result of not producing a valid letter unconditionally relieving you from the previous job.
- b. Please note that the Company reserves the right not to accept you into its rolls or after such acceptance, to discharge you from its rolls, in case any of the information provided by you is found to be incorrect, particularly submission of documents in proof of your qualifications and/or experience, without any notice or salary in lieu thereof.

6. Leave

- a. You will be entitled to paid leave each year as per the Company policy, as applicable from time to time. If you join the Company during the year, you will be entitled to paid leave on a pro-rata basis.
- b. Further terms and conditions pertaining to Paid Leave and other benefits are more particularly described in the Company Employee Handbook.

7. Termination

- a. After your services are confirmed, either party may sever the employment by giving a written notice of one month, (the "Notice Period") or payment of gross salary in lieu thereof.
- b. In case of resignation, the Company reserves the right to:
 - i. relieve you earlier than the Notice Period;
 - ii. extend your Notice Period subject to your satisfactory handover of charge and completing the assignments, projects;
 - iii. decide whether the Notice Period shall run concurrently with the period of any leave which may be granted to you;
 - iv. Decide whether your notice shall stand extended to the extent of the leave availed of by you during the Notice Period.
- c. Notwithstanding anything contained anywhere else, your employment with the Company may be terminated without prior notice if, in the opinion of the Company, you, at any time:
 - i. commit any serious or persistent breach of any of the terms and conditions of this Appointment letter or any of the provisions of employee handbook or other documents incorporated by reference in this document;
 - ii. do or cause to be done any act, deed, matter or thing adverse to the Company's interests;
 - iii. are guilty of any misconduct or neglect in the discharge of your duties or exercise of your powers hereunder or otherwise vested in you from time to time;



A handwritten signature in red ink, appearing to be "Bh" or similar, written over a circular stamp.

- iv. fail to or neglect in observing and complying fully with all resolutions, regulations, instructions and directions from time to time made or given to you by the Company;
- v. have furnished any information or made any representation that is found to be incorrect or if any material information is detected by the Company to have been suppressed by you or any action on your part is found to be in contravention to the terms and conditions herein;
- vi. become of unsound mind;
- vii. are convicted of any criminal offense;
- viii. become incapacitated or prevented by illness, accident or any other circumstance from discharging in full your duties.

8. Effect of Termination

- a. Upon termination of your employment with the Company for any reason, you will:
 - i. hand over charge to such person or persons as informed to you;
 - ii. surrender to HR representative or such specified person all of the Company's property including but not limited to any confidential information, all hardware, software, documents, books, or any other articles of the Company and /or copies thereof belonging to the Company which, pursuant to your employment with the Company, may be in your use, occupation, control or possession and must not retain any copies, extracts or reproductions of all or any part of that property or confidential information;
 - iii. continue to be bound by your employment obligations to the Company including in relation to Company's confidential information and intellectual property.
 - iv. not make any statements (whether oral or written) or do anything which might damage the reputation of the Company or interfere with Company's relationship with its clients and customers.
- b. Without prejudice to Company's other rights and remedies, the Company will be entitled to deduct from your emoluments, the amount of any claims which the Company may have against you either under the terms of your employment or otherwise.

9. Indemnification

- a. You shall, at all times, indemnify and keep indemnified the Company against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Company in or in connection with any action, claim proceeding or demand instituted or made against the Company caused or occasioned by your breach, failure, default or neglect, in the opinion of the Company.

You agree that no representations or promises concerning the terms of employment have been made except as set forth in this letter, and that your employment with the Company does not violate any conditions of any other agreements you may have made prior to accepting this Appointment letter.



10. Non Solicitation

During the term of your employment:

- i. You shall not directly or indirectly, or through any other party, solicit or Appoint or give employment to any persons who are employees of the Company.

11. Accountability

- a. You shall perform any such duties diligently and faithfully as are incidental or implied and consistent with your relevant experience, training and qualifications or may be reasonably delegated as being in the best interest of the Company.
- b. You shall devote the whole of your time, knowledge, skill and attention to the performance of your duties with the Company and attend at the premises/place(s) where you shall from time to time be employed on such days including, if the exigencies of our business so require, on any Company holiday and public holidays and at such hours as shall be required. You shall not undertake any business or other assignment whether honorary or remunerative or accept any reward, directly or indirectly, without prior written permission from the Company.
- c. You shall understand, accept and sign the Employee Handbook, Non-Disclosure Agreement, as revised from time to time, which are deemed to be incorporated by reference in and are considered to be a part of this Appointment letter.
- d. You agree to fully co-operate with the enforcement of and to endorse/sign any policies brought into effect by the Company from time to time, either for compliance with the requirement of any law or, otherwise, as and when deemed appropriate by the Company for the harmonization of its operations.

12. Intellectual Property Rights

"Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know how, confidential information and any and all applications for any of the foregoing and any and all rights to apply to any of the following. You shall assign to the Company your entire right, title, and interest in any invention, discovery or improvement that you might make solely or jointly or by assisting others, in the course of your employment with the Company relating to any and all products, software designed, developed, manufactured or marketed or leased or developed by the Company. You shall perform any acts and execute such documents without expense to you which in the judgment of the Company or its attorneys may be needful or desirable to secure to the Company the best patent protection and all the rights to such invention, discovery or improvement.



13. Confidentiality

You shall not divulge any secrets, transactions or confidential information related to our Company/business/clients/customers that you may acquire, at any time during your employment in respect of any technical, trade or business data, customers' names/business details or any other information that might come to your knowledge or possession, which according to the Company are necessarily confidential and form valuable property of the Company. Your obligation not to disclose confidential information will be in force even after separation from the Company. You shall hand over all records under your possession to the Company on separation. The Company reserves the right to initiate legal action in case of failure to abide by this clause. You have to safeguard Company and its customers' confidential information even after the termination of your employment or business relationship with Company.

14. Retirement

The age of retirement from the Company shall be on attainment of sixty five years. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you at the date of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

15. Tax

Company may from time to time, deduct any statutory deduction or withholding tax as may be required by applicable law.

16. Consent Regarding Personal Data

This clause relates to the Personal Data that you may be requested to provide in connection with your employment. Personal Data includes any information related to a natural person that is, in combination of other information or otherwise, is capable of identifying such person notably including financial information such as Bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history, Biometric information, any information or detail relating to previous employment details, educational qualifications and criminal record. You hereby understand and consent to Company, without any reservations, to (i) collect any of your Personal Data or other data from your last employer or through any internal or external agencies appointed for this purpose, (ii) use or process such data in connection with your employment with the Company or any matters arising from such employment, and (iii) sharing such data with any outside agencies or third parties for verification and validation of this information, processing in relation to employment or matters arising from such employment, or in compliance with the Company's contractual or statutory obligations.

You understand that you may withdraw the consent by informing in writing to Company's designated representative for this purpose. You also consent and accept that if such withdrawal of consent affects the purpose for which your Personal Data was sought, Company reserves the right to take steps as it deems appropriate. You understand that this consent is obtained by the Company to ensure compliance of The Information Technology (Reasonable Security Practices and Procedures



and Sensitive Personal Data or Information) Rules, 2011 and any successor laws regarding the subject.

You understand, accept and sign the "Consent Form" with respect to employees personal and sensitive data provided at Annexure C.

17. Changes in Personal Details

Any change in your residential address, telephone numbers, marital status, and academic qualifications should be notified in writing forthwith and should be updated in the HR portal of the Company. All communication will be addressed to you on the last address notified by you and it will be presumed that you have received such communication addressed to you.

18. Governing Laws and Arbitration

- a. This Appointment letter shall be governed under the laws of India and subject to the exclusive jurisdiction of courts in Pune.
- b. Any dispute between you and the Company shall be settled by a sole arbitrator to be appointed by the Company, the place of arbitration shall be Pune and the language of arbitration shall be English.
- c. In the event of any dispute or differences arising out of this Appointment letter or breach of any of the terms of this Appointment letter between the parties hereto for interpretation, exercise, use or execution of any of the clauses of this Appointment letter, the same shall be referred to the HR Head of the Company or his duly nominated official whose decision shall be final and binding. The venue shall be at 2nd Floor, Sigma House, Off S.B. Road, Pune – 411 016.

19. Other terms and conditions

- a. During the period of your employment, you shall be governed by all the applicable Company rules, regulations, policies, procedures and notices that are in force currently and that may come into force from time to time. The Company's decisions on all such matters will be final and binding on you. Any subsequent variations by the Company to any terms, conditions, rules or regulations generally governing the members of the Company's staff will prevail and be applicable to you. Violation of such policies could lead to disciplinary actions upto and including termination of employment.
- b. After joining the Company's rolls, your retention in the Company's service will be subject to your maintaining yourself in a state of medical fitness.
- c. You shall be required to comply with the information security policies and procedures as notified from time to time.
- d. You shall be guided by the employee Handbook amended from time to time and shall be required to demonstrate an appropriate behavior towards its adherence and cherish the values propagated by the Company.



- e. You understand and agree that any designation given to you in the course of your employment with the Company will be purely ceremonial and ipso facto shall not carry any right of office. You further understand and agree that no such designation, by itself, entitles you to be a member of the Company, or grants you any rights outside the scope of this Appointment letter unless specifically communicated to you in writing by the Company.
- f. You agree that this letter contains the entire understanding concerning the matters discussed above, and supersedes and replaces any prior Appointments, understandings, representations, promises, or agreements by or on behalf of the Company. Any changes in these terms must be set forth in writing and signed by a duly authorized officer of the Company.
- g. This Appointment is contingent upon satisfactory completion background verification test, signature page from the Company Employee Handbook, signed Non-disclosure Agreement and the signed Employee Declaration Form.

Please review this letter of Appointment. Please sign the enclosed duplicate copy of this letter and return it to the undersigned as a token of your acceptance of the terms and conditions mentioned above, failing which this Appointment for Employment stands cancelled.

All of us are excited about working with you at Yardi Software India Private Limited and look forward to a mutually rewarding relationship.

Yours Sincerely,
For Yardi Software India Private Limited



Trupti Shirodkar
Senior Manager HR

ACCEPTANCE

I have read and understood all the terms and conditions contained in this Appointment letter, it accurately reflects my understanding of the terms and conditions of my employment with the Company. I wish to accept employment with the Company on such terms.

I have not relied upon any other promises, understandings or representations in choosing to accept employment with the company. I understand and agree that any changes in the terms of employment described in this Appointment letter must be set forth in a written instrument signed by a duly authorized officer of the company.



Name: Employee ID : 5258 - Dhanawade Bhushan Vijay
Place: Pune
Date: 11-July-2022




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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

Superset ID: 1221580

Letter of Intent ("LOI")

Dear, Bagul Ganesh K.

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.




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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, 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 1221580**
- 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 1221580**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1221580**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Bagul Ganesh K.

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

This is a system generated document and does not need a signature

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




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1

Offer Letter Body

Page 1 of 3



Reference: Persistent/Academic Intern/1197737/0.2

**Internship Offer Letter
Confidential**

Dec 21, 2021

Gangurde Abhijit Uttamrao

hari darshan plot no 304 sect 28 near ganganagar bus stop pradhikaran 411044
infront of hutson daily store. (arun icecream) - landmark
pune 411044

Dear, Gangurde Abhijit Uttamrao**Subject:Your engagement as an Academic Intern with Persistent**

With reference to your application for industrial training with us, and the subsequent selection process, we are pleased to inform you that you have been selected as an **Academic Intern** at grade **0.2** with Persistent Systems (Company). This offer is made to you as part of your Academic Curriculum.

The duration and start date of the internship will be communicated to you in due course of time separately.

During the internship period you will be paid a consolidated monthly stipend of Rs. 10,000 per month. You will also be eligible for benefits such as free lunch, snacks, tea and coffee during your internship period.

All terms and conditions in this document, read with any other document specifically referred herein and incorporated hereto by such reference, collectively shall constitute the entire understanding between the Academic Intern and the Company.

Company does not assure you or commit (a) any extension of this internship beyond the period stipulated under this letter and/or offer you employment with Company and/or absorb you as an employee of the Company in future. Unless otherwise specifically agreed in writing by Company, there shall be no employee-employer relationship between you and Company.

1. Working days

Normal working days for Company are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other weekly off day. The normal working hours are forty five hours per week.

2. Holidays and Leaves

You will not be eligible for any leave or compensatory off during internship period.




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3. Termination of Internship

The internship can be terminated with one week notice or stipend (if you are eligible for stipend under this letter), in lieu of the notice period on either side.

The Company can terminate your internship without any notice period in case the internship is terminated on grounds of:

- i. Breach of confidentiality or IP related obligations
- ii. Violation of law
- iii. Gross Misconduct
- iv. Material breach of Company policy.

In such event, the Company will not be liable to pay stipend (if payment is otherwise stipulated in this letter) in lieu of notice period.

In case the last day of your internship falls on a non-working day, your last day of internship shall be the immediate previous working day.

The internship period can be terminated by whatsoever reasons by either party by giving one week notice period.

4. Dispute Resolution

In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

Please contact **Rajeshwari Joshi** (Ph. No.020-66965038) on the date of joining. We request you to report at 9 am at the address mentioned below for completion of joining formalities.

Pune
Rigveda-Yajurveda-Samaveda-Atharvaveda Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park, Hinjawadi, Pune, Maharashtra, India 411057.

5. Documents required at the time of joining

At the time of joining, the following original certificates/documents along with one photocopy should be furnished. Original certificates/documents will be returned to you after verification.

Sr. No	Description
1	Certificates of educational qualification - SSC (10th Equivalent), School leaving, HSC (12th equivalent).
2	Certificate of Graduation/Post Graduation and Mark Sheets
3	2 recent passport size color photographs
4	Photo-attested bonafide certificate from college Principal



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We welcome you to the Persistent family and look forward to a mutually fulfilling association.

Yours sincerely,
For Persistent Systems Ltd

Kalpna Kudlingar
Head - Campus Talent Acquisition

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this letter as a token of me having accepted the offer and the terms and conditions set out in this letter.

Also, I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process.

I will join the Company on the date communicated to me separately.

Date:

Signature:

Name:

Persistent Systems Limited, Bhageerath, 402, Senapati Bapat Road, Pune 411016 | Tel: +91 (20) 670 30000 | Fax: +91 (20) 6703 000 CIN – L72300PN1990PLC056696

Persistent Systems Inc., 2055 Laurelwood Rd., Suite 210 Santa Clara, CA 95054 USA | Tel: +1 (408) 216 7010

Persistent Systems France SAS, 1 rue Hector Berlioz, 38600 Fontaine, France | Tel: +33 (0) 4 76 53 35 80



A handwritten signature in red ink, appearing to be 'Ka'.

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10-Apr-2022

Dear Gangurde Harshad Vasant
B.E.,Electrical Engg.
Brahma Valley College of Engg.

Candidate ID – 19801273

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500 /-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. The program is



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focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

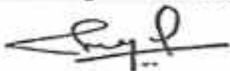
a) You could be onboarded directly to business without any additional training.

b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,
For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar
Vice President – Human Resources

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

Signature:



Date:


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Compensation and Benefits

Name: Gangurde Harshad Vasant **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		401,988

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



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Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

Employees State Insurance:

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

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

** **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

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

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




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Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of _____ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Gangurde Harshad Vasant, 24, residing at _____ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's

systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



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c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

15. Termination of Employment

- a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.
- b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:
- Misconduct, as provided in Misconduct and Disciplinary Action Policy
 - Non-adherence to Associate Deployment Pool Policy
 - Violation of Social Media Policy or Conflict of Interest Policy
 - Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
 - Insubordination or failure to comply with the directions given to you by persons so authorized
 - Insolvency or conviction for any offence involving moral turpitude
 - Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
 - Violation of non-disparagement obligations




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- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited

Akshata Uttam Patil

Sign: _____
Name:

Sign: _____
Date:




PRINCIPAL
Brahma Valley College of Engg. & RI

Ref: HR/Appt/OL/4937/22

Date: 20-Aug-2022

Ms. Gawale Snehal Sanjiv

Maharashtra colony jawalkar nagar pimple gurav, Pimpri-Chinchwad- 61

Pune -411061

Maharashtra

Emp Code : 223395

Sub: Your appointment in our organization as Branch Relationship Executive in our office at Pune with effect from 22-Aug-2022 join at time 09:30 AM

Dear Ms. Gawale Snehal Sanjiv

With reference to your application for employment in our organization, the subsequent interviews our executives had with you and also on the basis of information submitted by you, we are pleased to appoint you in the position, location and from the date as mentioned above.

As your appointment is subject to performance & productivity and your consolidated (all-inclusive) salary is as mentioned in the accompanying statement. (Refer Annexure-I).

The terms and conditions of your employment with us are appended to this letter, which you are required to go through and understand. (Refer Annexure-II)

As a token of your accepting this appointment on the terms and conditions mentioned in the appendix and on the salary mentioned in the accompanying statement (both signed by the undersigned), please return the duplicate copy of this letter to our office after you sign it.

Yours faithfully,

For Calibehr Business Support Services Pvt. Ltd



Israr Siddique

Deputy Vice President - Operations




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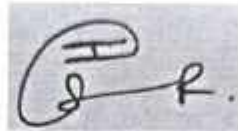
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Belapur Railway Station Building CBD Belapur, Navi
Mumbai, Maharashtra 400614. T: 022-61391444
W: www.calibehr.com

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T: 022-42702222
CIN : U72300MH2006PTC162775

Annexure-I
Ref: HR/Appt/OL/4937/22 dated 20-Aug-2022

Components	Monthly (INR)	Annually (INR)
Basic	12951	155412
HRA	853	10236
Bonus	1054	12648
Gross Total Earnings (A)	14858	178296
Employee PF	1554	18648
Employee ESI	104	1248
Professional Tax	200	2500
MediclaimeD	175	2100
Total Deductions (B)	2033	24496
Net Salary (A-B)	12825	153800
Employer PF	1684	20208
Employer ESI	449	5388
GPA	50	600
Total Benefits (C)	2183	26196
Total Cost to Company (A+C)	17041	204492

Bonus and Gratuity will be paid as per the law.




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Appendix to Appointment Letter: - HR/Appt/OL/4937/22

Date: 20-Aug-2022

Calibehr Business Support Services Pvt. Ltd.
Terms and Conditions of Employment

1. Your employment in our organisation shall be for a probationary period of 6 months from the date of your joining our organisation, during which period your services are liable to be dispensed with, without any notice and without assigning any reason. The management may, at its discretion, extend the period of probation by intimating you of the same in writing.
2. Your appointment will be deemed to be confirmed on expiry of the probation period of 6 months or on expiry of the extended probation period, whichever is later.
3. If you wish to discontinue your service during the probation period, you are required to submit your resignation in writing 15 days in advance or on payment of 15 days salary in lieu of notice. Your dues will be settled only after returning all the documents and properties of the company that are held by you, and after obtaining clearance in writing from the head of your department.
4. After the expiry of the probation period, either side may terminate the service by giving the other, 30 days notice in writing or an amount of 30 days salary (last drawn, all inclusive, as mentioned in clause 1 above) be paid in lieu thereof. Settlement of your dues will be subject to your returning all the documents and properties of the company that are held by you as on the last date of your service with us, and after obtaining clearance in writing from the head of your department.
5. On your joining to Calibehr, your back ground verification process will be initiated. If you fail to submit - experience certificate & relieving document, all education certificates, present & permanent address proof, identity proof and bank proof within 7 to 10 days, Calibehr reserves the right to de-board you with immediate effect. If all documents are submitted within 7 to 10th day, the charges incurred on background verification process will be deducted from your first salary and once you complete 45 days in the organization, it will be refunded back to you in upcoming month's salary. If you fail to work for more than 45 days and leave the organization prior to completion of 45 days from your date of joining, said charges will be forfeited.
6. Calibehr might allot EKYC device to you for which an amount of Rs.2200/- will be deducted from your first salary. You will not be liable to return the EKYC device at the time of leaving the organization.
7. You shall faithfully, diligently and to the best of your ability perform all the legitimate duties that may be entrusted to you by the Management or your superiors from time to time and you shall observe discipline, decorum and discretion while doing anything pertaining to the duties. Your job with us shall be full and as such you shall not engage yourself in any trade, business or employment during your working hours as assigned by the company at its discretion, as permitted by law.
8. Please note that increments in salary and promotions are not automatic. The quantum and timing of increments and / or promotions shall be based, among other things, on merit and evaluation of your overall performance by the management of the company. The company reserves the right to deny, withhold or defer increments in case of unsatisfactory performance, as assessed by the management.



**Narayan
Bhargava
Group**

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Corporate Off. T-361, 6th Floor, ITC Park,
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www.calibehr.com

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CIN: U70300MH2006PTC162775



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9. In the event of you being late on duty due to whatever reason, you are liable to be turned away from the place of your work and treat you as absent from duty.
10. In case you are not found in the place of your duty after reporting for work or otherwise fail to perform your part of the terms of employment as given herein, the management, without prejudice to its other rights, will be entitled to deduct your salary for the duration of your absence from the place of your work and / or for the duration of non-performance the terms of employment, for the whole day or part of the day, as the case may be.
11. While in the service of the company, it is explicitly and unambiguously understood that you will be transferred and posted to any of the existing or future branch offices or any other place of business interests of this company in any part of India or abroad, shifted from one job or department to another, or from one work shift to another, provided it does not involve any reduction in your total emoluments or remuneration.
12. You shall be entitled to leave and other benefits according to the rules applicable to the employees of our establishment.
13. You are liable to be superannuated or retired on reaching the age of 58 years as per the existing rules.
14. You will be given weekly off on any day, not necessarily on Sunday, depending on the company's requirements.
15. When eligible, you shall be entitled to the statutory benefits under the provisions of The Employees Provident Fund and Family Pension Fund Act - 1952 as amended from time to time and the schemes there under, The Employees State Insurance Act - 1948 as amended from time to time and the rules and regulations there under, The Payment of Bonus Act - 1955 and The Payment of Gratuity Act - 1972.
16. You will, from time to time, be allotted duty hours at the discretion and convenience of the management, including shifts and split shift system, in accordance with the provisions of law.
17. Absence for a continuous period of three days without prior approval of your superior, (including overstay of leave / training), would be treated as abandonment of service. As a process the company may serve you notice on the 8th day from absence in the form of registered letter at your last known address calling upon you to report for duty within 4 days from the date of issue of the letter. Unless you report for work within the stipulated time as mentioned above or you fail to give a satisfactory explanation for your failure to report on duty, you shall be deemed to have voluntarily left our service and your services shall stand terminated from the date of commencement of absence as mentioned above. Please note that for this purpose, sending you a registered letter as mentioned above will be construed as serving the notice as above, irrespective of your not receiving it due to any reason whatsoever, and the date of your failure to report on duty will be taken as the date of return of the undelivered registered letter to the company. Hence, it is essential that you keep the company adequately informed of the changes in your correct and traceable residential address. The final letter of abandonment of services would be issued on the 12th day from the absence.
18. Your continuance in service with the company is subject to your remaining, physically and mentally fit. You will submit yourself to medical examination as per the direction of management, if required to do so.
19. The management shall be at liberty to require you to subject yourself to medical examination at any time, at its cost, by any registered medical practitioner of its choice.



**Narayan
Bhargava
Group**

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20. In case you refuse to accept any communication, the content of the same shall be read over and explained to you verbally in the presence of two witnesses and contents of the said communication will be binding upon you.
21. If you are suspended pending enquiry into any act of misconduct reported to have been committed by you, you will not be entitled to any salary or any compensation in lieu thereof, during such suspension.
22. The company shall be entitled to terminate your service without notice on any of the following grounds:
 - a. That you are declared insolvent
 - b. That you are convicted of a criminal offence by a competent court
 - c. That you are found guilty of committing breach of any of the conditions of employment or rules and regulations of the company, issued / amended from time to time
 - d. That you participated in any strike which is illegal or deemed to be illegal
 - e. That you committed any act, which is incompatible with the due performance of express or implied terms of your employment
 - f. That you have suppressed any information or given false information while applying for employment in the prescribed form
 - g. That you committed an act of violence, fraud, financial irregularity, caused loss to the company or to its property or misappropriated company's funds or indulged in disorderly behavior whenever and wherever committed
 - h. That you remained absent on medical grounds for a period of 90 days or more in a span of one year either continuously or intermittently
- 22 If you are found guilty of misconduct you may be:
 - a. Warned
 - b. Fined
 - c. Suspended without wages by order in writing signed by Director or Manager, for a period not exceeding ten days
 - d. Reverted to the lower grade
 - e. Denied normal annual increment
 - f. Discharged with one month's notice or payment in lieu thereof.
 - g. Dismissed without notice
23. Any absence from duty without approved leave in writing may be treated as break in service.
24. You shall communicate to the management any change in your residential address, local and permanent. The communication sent to you at your last known residential address shall be deemed to have been duly served upon you.
25. When you leave the company due to your resignation or on your services with the company having been terminated, you will take a formal relieving letter from the company. If you do not take a



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relieving letter and leave, it will be presumed that even though your employment with the company remains terminated, you have not settled your dues to the company and the company may proceed against you as such.

26. Any disputes arising out of this contract of employment will be subject to jurisdiction of Mumbai courts only.
27. In case we fail to generate your Unique Account Number (UAN) on PF portal due to mismatch of your Aadhaar details, then we reserve the right to hold your compensation, salary etc. we shall have right to recover the final damages, penalty, interest, claims, liabilities from your salary due to such delayed generation of UAN and untimely compliance of payments to the government.
28. You are required to complete your documentation process including E KYC verification and UAN generation within 7 days from the date of issue of this letter, failing which we reserve our right to hold/deduct your salary in full or in part without prior intimation.
29. This offer/appointment letter issued to you for engagement of your services will be valid and subsisting subject to existence of our Client Service Agreement. Your employment shall be co-existing and co-terminus with the Master Services Agreement entered into with the Client.

Signature of the applicant:

Date:

(Authorized Signatory)



Israr Siddique

Deputy Vice President - Operations



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T: 022-42702222
CIN : U72300MH2006PTC162775

Ref: DM/HR/2021-22

Date: 19-Sep-21

Subject: Letter of Intent (LOI) for Interns

Dear Ghanashyam Anil Surade,

We are writing to provide a letter of intent from Datametica Solutions Pvt Ltd. We appreciate the time and energy you have afforded us in discussing this opportunity and the information that has been provided thus far.

As we continue to spend time evaluating your potential , we believe that your efforts will bring unique value and capabilities to the Company, accelerating the development and growth of Datametica.

We are pleased to inform you that "On successfully completing your internship program with us, you will be hired as Associate Engineer at Datametica".

Please refer to the details below.

1. You will be designated as **Associate Engineer**.
2. Your joining date will be as soon as you complete the Internship Program at Datametica.
3. Company will offer you the full time association with a suitable compensation bracket as per your performance after completion of your agreement for the Internship. The compensation bracket will be in a range of INR 4.50 lakhs per annum to INR 6.50 lakhs per annum and will be decided based on your performance during the internship program.

Please confirm your acceptance by docuSign the letter by **5 PM IST on Monday-20-Sep-2021**. Your start date will be 27-Sep-21. The final letter of appointment will be handed over to you within a week upon joining the services of the company.

Yours truly,

For Datametica Solutions Private Limited

Mahesh Pankar

Authorized Signatory

I hereby accept the above terms and conditions
Name: Ghanashyam Anil Surade

Signature: _____




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Brahma Valley College of Engg. & RI

28th January 2022

Gulahe Vaibhav Deepak
Nashik

E-mail ID – vaibhav_deepak2@gmail.com

Offer Letter

Dear, Gulahe Vaibhav Deepak

We are pleased to make you an offer of employment with us and this letter sets forth the terms of employment:

1. Designation : **IT Trainee / InP - IT Trainee**
2. Company: : FIS Solutions (India) Private Limited
3. Place of Posting : Upper Ground Floor to 7th Floor,
Westend Center One, Survey No. 169/1,
Sector II, Aundh, Pune 411007, INDIA
4. Date of Joining : **14th February 2022**
5. Compensation & Benefits :

Annual Base Pay	: Rs.	765,000 /-
Performance Pay	: Rs.	57,375 /-
Total Compensation (TC)	: Rs.	822,375 /-

Break up of above Compensation details are provided in Annexure 1.

7. **Background Checks** :- Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
8. **Confidentiality** : You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
9. **Notice Period**: Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you 75 days Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving 75 days Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
10. **Probation Period**: You will be on probation initially for a period of 6 months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.
11. **Cause for Termination means**: A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.



12. **Hours of work :** Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, You may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The Annexure II needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely



Amol Gupta
People Leader – India & Philippines



ANNEXURE
Compensation and Benefits

Name: Gulahe Vaibhav Deepak **w.e.f.** 14-Feb-22

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan [^]	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	63,750	765,000
Performance Bonus*		57,375
TOTAL COMPENSATION (TC)		822,375

ANNUAL BENEFITS

Benefit Particulars	Amount (PA)
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
COST TO COMPANY (CTC)	864,922

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

[^] Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager



ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Vaibhav Ghule** , confirm that I am voluntarily sharing my Personal Information with **FIS Solutions (India) Private Limited** 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 and medical checks
- c) Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **FIS Solutions (India) Private Limited**.

In this context, I also agree to the retention of such Personal Information by **FIS Solutions (India) Private Limited** for any future reference/verification and authorize **FIS Solutions (India) Private Limited** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **FIS Solutions (India) Private Limited** and is capable of identifying me.

Name: **Gulahe Vaibhav Deepak**

Signature: _____

Date:



ITC Infotech India Ltd – *Master Id :-*
2022B011421
Campus Hiring – 2022 Batch
– Selection confirmation ★

Inbox



Nikumb Harsahd ... 25 Mar
to me ▾



Dear, Harshad Nikumbh Devidas
Brahma Valley College of Engg. & R.I., Nashik
Your unique candidate id: 2022AIC0346

Greetings from ITC Infotech India Ltd!

Congratulations! We take pleasure in informing you that you have been selected in the campus recruitment process of ITC Infotech India Ltd. Kindly consider this mail as a formal confirmation of your selection as per below details and conditions,

CTC Offered	4.25 LPA
Designation	Associate IT Consultant
Grade	IS1
Joining Location	Bangalore/Coimbatore/Pune/ Kolkata/Guwahati (Allocation Basis business requirements)



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Fiserv India Pvt. Ltd.
Trion Business Park,
Nagar Road, Vadgaonsheri,
Pune - 411014, India
Phone: +91 - 20 - 67140000
Fax: +91 - 20 - 67140001
www.fiserv.com

fiserv.

August 12, 2022

HIRE PRAFUL PRAMOD

Dear, HIRE PRAFUL PRAMOD

Subsequent to our discussions with you, we are pleased to offer you an appointment with **Fiserv India Private Ltd** ("Company") as **Technology Program Analyst**. Your appointment with the Company shall be governed by the terms and conditions as set forth in this letter and Annexures.

If you wish to accept our offer of employment based on the terms and conditions of employment contained herein, please acknowledge your acceptance of this offer by electronically signing this agreement and submitting it back to the Company within 5 days. Our offer shall automatically lapse unless you submit your acceptance within the prescribed time.

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of the Company.

If you have any questions in relation to this offer, please contact your respective Recruiter.

Sincerely,
Mamta Sharma
VP, HR, India

Acceptance

I hereby accept the terms and conditions of this offer for employment with **Fiserv India Private Ltd** and agree to join on such date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

By selecting the "E-sign by Adobe Sign" button, you are signing this Agreement electronically. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. By selecting "E-sign by Adobe Sign" you consent to be legally bound by this Agreement's terms and conditions and the attached annexures. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and the Company.



Mamta Sharma
Mamta Sharma
VP, HR, India

Pr
PRINCIPAL
Brahma Valley College of Engg & RI

Registered Address -
Fiserv India Private Limited,
Ground, First, Second and Third Floor,
Trion Business Park, Nagar Road,
Vadgaonsheri, Pune - 411014
CIN: U72900MH2002PTC330406

TERMS AND CONDITIONS OF EMPLOYMENT

For the purpose of this Section, you shall be referred to as the "Employee".

1. PRE-CONDITIONS TO EMPLOYMENT

The Employee agrees that his/her appointment with the Company is contingent on the successful clearance of a background check to the Company's satisfaction. The employee shall submit all the mandatory documents to the Fiserv authorized background check vendor within forty-eight (48) hours of receiving the background check application link.

The Employee also agrees that his/her appointment with the Company is contingent on his/her acknowledgment of acceptance of the Fiserv Confidentiality Agreement which is attached as Annexure A.

2. STATE OF FACTS

The Employee agrees that this offer for employment is made based on the Employee's technical proficiency / qualification / skills / experience that the Employee has declared to possess as per the information / documents provided by the Employee, and that by accepting this offer, the Employee specifically authorizes the Company or any external agency instructed by the Company to verify the Employee's educational, employment antecedents, conduct and to make any other background checks prior to the Employee's date of joining the Company or thereafter. The Employee shall extend full co-operation (if asked for) during such verification without any protest or demur. If any of the statements / particulars furnished are found to be false, misleading, incorrect or unethical, the Company shall have the right to terminate this offer of employment without any notice / payment forthwith and the Employee shall be considered to have committed a breach of this letter.

3. APPOINTMENT


The Employee's employment as **Technology Program Analyst** with the Company will be effective on **22/08/2022** ("Joining Date") and the Employee will be required to report to our office at **Pune - Trion Business Park (Trion Business Park Vadgaonsheri Pune- 411014)** on that day to complete joining formalities.

4. DUTIES AND RESPONSIBILITIES

The Employee shall be required to perform all duties and functions as required by the Company from time to time. The Employee agrees to devote his/her full time and attention to the business, to the best of his/her skills and abilities and to promote the interests and welfare of the Company.

5. DUTY HOURS

The Employee's duty hours shall be as advised by superiors from time to time but shall not be less than 45 hours a week. It is expressly agreed that if the Employee fails to perform the work according to the scheduled working hours or resorts to stoppage of work, whether alone, or with others, the Employee shall be entitled to receive salary only in proportion to the working hours during which the Employee has actually performed work. Overtime rates (if any) shall be in accordance with the Company Policy as prescribed from time to time.


Mamta Sharma
VP, HR, India

Registered Address -
Fiserv India Private Limited,
Ground, First, Second and Third Floor,
Trion Business Park, Nagar Road,
Vadgaonsheri, Pune - 411014.
CIN: U72900MH2002PTC339486




PRINCIPAL
Brahma Valley College of Engg. & Tech.

6. COMPENSATION AND BENEFITS

The Employee's total all-inclusive annual gross compensation on a Cost to Company (CTC) basis will be INR/- 854,526. The Employee's salary, payable on a monthly basis, shall include the basic salary and various allowances which may be claimed in compliance with and subject to limits under, the applicable tax laws and Company's policies and practices. Please refer to **Annexure B** for details with respect to your compensation and benefits.

All payments by the Company shall be subject to statutory deductions and contributions (including tax withholdings). The Employee agrees that the salary and terms of employment may be amended from time to time at the sole discretion of the Company.

If authorised to do so, the Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall reimburse the Employee for business expenses after the Employee has presented an itemized account of expenditures, in accordance with Company Policy.

7. DRUG FREE WORKPLACE

All employees are prohibited from manufacturing, distributing, dispensing, possessing, selling, purchasing, using or being under the influence of alcohol, inhalants or any illegal drugs on Company premises (including in any vehicles on Company premises), while in Company-provided vehicles at any time or location, or while conducting Company business off Company premises. The Company reserves the right to discipline employees who violate this Policy, up to and including termination of employment, based on the facts and circumstances of the case and to have drug tests conducted to ensure that the Employee is not using / under the influence of illegal drugs.

8. MEDICAL EXAMINATIONS

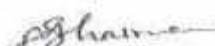
The Company reserves the right to conduct medical examinations anytime during the term of employment of the Employee, and if there are concerns about the fitness of the Employee, the Company may take appropriate action as may be necessary in the opinion of the Company, including termination of the Employee's employment.

9. COMPANY POLICIES

The Employee agrees and undertakes that the Employee shall be bound by all the policies and procedures of the Company (including those contained in the employee handbook, standing orders, if any), as may be drafted, revised, amended and/or updated from time to time by the Company, at its sole discretion. The Employee shall also abide by all other rules and regulations of the Company as communicated by the Company that are applicable to the Employee, as may be changed from time to time at the Employer's discretion.

10. SENSITIVE AND PERSONAL DATA

The Company may, in connection with the Employee's employment, collect sensitive personal data or information ("SPDI") relating to the Employee. Such SPDI may be collected from the Employee and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting the offer of employment, the Employee expressly consents to the following: (i) the collection, use, processing and storage of the Employee's SPDI; (ii) the transfer worldwide of the Employee's SPDI held by the Company to other employees and offices of the Company's worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that the Employee shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and that the Employee agrees to the terms thereof; (iv) use of the Employee's personal images


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VP, HR, India

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and voices in marketing material, videos, etc.; and (v) treating any personal data to which the Employee has access in the course of employment strictly in accordance with Company policies and procedures and not use any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to the Employee.

11. NOTICE PERIOD

Either party may terminate employment by serving a written notice of 60 days (or more, as per your level at the time of relieving, as per Company policy) ("Notice Period"). Alternatively, the Company may terminate the Employee's employment with immediate effect, upon giving the Employee salary in lieu of notice or pro-rated salary for the balance Notice Period in case the Employee has been permitted to work during the Notice Period. In case the Employee has given a notice to resign from services, the Employee is expected and required to diligently serve the entire Notice Period. The Employee's resignation must be accepted by the Company prior commencement of the Notice Period. In case, an Employee has signed the surety / service agreement with Company then the terms & conditions mentioned in the surety / service agreement will supersede the notice period clause of the employment agreement.

12. TERMINATION FOR CAUSE

12.1 Notwithstanding anything mentioned in Clause 11 above, the Company may terminate the Employee's employment with immediate effect by a notice in writing (without payment in lieu of notice) in the event of any of the following:

12.1.1 Misconduct

12.1.2 **False or Incorrect Information:** The Employee acknowledges that

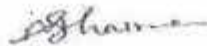
- If any statements, particulars or documents furnished by the Employee before or at the time of joining are found to be false, misleading, incorrect or unethical, or
- If the Employee does not co-operate or does not successfully undergo the drug test,

12.1.3 **Unacceptable Performance:** The Employee agrees that any proven deliberate or willful non-performance or poor performance of work by the Employee may result in termination of employment as per Company policy.

12.2 The Employee's employment shall automatically terminate upon Employee's disablement or death.

12.3 **Liability:** The Parties hereby agree that if the termination is found to be wrongful by an appropriate Court in India, based on a non-appealable order, the maximum liability of Company shall not exceed Employee's fifteen (15) days' salary and statutory benefits for every year of service, in case the Company does not re-instate the Employee.

12.4 **Waiver and Release of Claims Letter:** Upon termination of Employee's employment with the Company for any reason, the Company may require the Employee to sign a Separation and Release Agreement with the Company at no additional consideration or payment.


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13. TRANSFERABILITY

The Employee can be transferred temporarily or permanently anywhere in India or abroad to any of the Company's existing / future establishments or at client location depending on the exigencies of the work on the same terms and conditions of appointment.

14. SERVICE AGREEMENTS

If the Employee is offered and the Employee accepts any onsite project or specialized training, whether in India or abroad, the Employee shall be required to enter into a Service Agreement or any such Agreement, which the Company may decide. The Employee shall be required to reimburse the Company of training and other expenses incurred by the Company, as indicated in the Services Agreement or such other Agreement, should the Employee terminate employment within the Commitment Term (as defined under such Agreement). The said Service Agreement shall be a binding contract.

15. COVENANT NOT TO COMPETE AND NON-SOLICITATION

The Employee hereby acknowledges that if the Employee were to compete with the Company in the services, which the Employee provides through the Company, it could cause serious harm and injury to the business relationships and business of the Company. Therefore, the Employee agrees that during the tenure of the Employee's employment, the Employee shall not in any way:

- directly or indirectly compete with the Company; or
- directly or indirectly, either alone, or in conjunction with any other person or entity, solicit, induce or recruit any employee of the Company to leave the employment of the Company for any reason including, but not limited to, being employed by the Employee or another company or a Client.

"Client," for purposes of this Agreement, means any person or entity for whom or which the Employee performs services while being compensated by the Company even if such person or entity has not directly contracted with the Company for the Employee's services. The term Client also includes affiliates of any Client as defined in the preceding sentence.


16. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER

Notwithstanding anything contained in this Agreement to the contrary, the Employee shall not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company. The Employee shall also not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

17. RELEVANT LAW

Even though the Company may send the Employee overseas for onsite work, this Agreement, and the Annexures shall be subject to the law of India.

18. DISPUTES RESOLUTION


Mamta Sharma
VP, HR, India

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In the event of any dispute or difference arising between the parties hereto, in connection with this letter including any question relating to its existence, validity, interpretation or legal effect, the same shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration, ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be at New Delhi. The Tribunal shall consist of one arbitrator. The language governing the arbitration shall be English.

19. REMEDIES

The parties recognize that irreparable injury will result to the Company, its business, and its property in the event of breach of this Agreement by the Employee, including specifically Clauses 4, 5, 6, 7 and 8 hereof, and that the Company shall have no adequate remedy at law for the breach or threatened breach of such provisions.

The Employee hereby agrees that in the event of any breach, or threatened breach, the Company shall be entitled, in addition to any other remedies and damages available, to an injunction to restrain such breach or threatened breach thereof by the Employee, or the Employee's partners, agents, servants, employers, and employees, and any other persons acting for or with the Employee, and to preliminarily and permanently enjoin and prevent the Employee from threatening to or engaging directly or indirectly in any activities prohibited by any portion of these restrictive covenants and non-disclosure provisions. The Employee agrees to pay any and all reasonable attorney fees incurred by the Company in enforcing any covenant contained in this Agreement, in addition to all other rights or remedies to which the Company is entitled, which includes the right of the Company to seek reimbursement for any money damages sustained by the Company.

20. MISCELLANEOUS

- During the term of employment and at all times thereafter, Employee will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.
- Any waiver by either party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.
- The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- The provisions of this Agreement are severable, and should any provisions hereof be invalid, void, voidable, or unenforceable, it shall not affect any other portion or provision of this Agreement.

21. INDEMNIFICATION

The Employee shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of the Employee's act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the terms of the Employee's employment or negligent performance of the Employee's duties as expected from the Employee while in employment of the Company.

Annexure A



Mamta Sharma
Mamta Sharma
VP, HR, India

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CONFIDENTIALITY AGREEMENT

In consideration of my employment at Fiserv, Inc. and/or its affiliates ("Fiserv") or my continued employment at will by Fiserv, and the payment to me of the salary or other compensation that I receive during my employment, I agree as follows:

1. I will not, without Fiserv's prior written permission, disclose to anyone outside of Fiserv or use in any other way, either during or after my employment, any Fiserv confidential information or material, or any information or material received in confidence from third parties by Fiserv. I understand the unauthorized use of recording devices to record or disseminate confidential or trade secret information is strictly prohibited. "Recording device" means any device that is capable of capturing or recording sounds or images, including, but not limited to, cameras, camcorders, video devices, camera or video enabled cell phones, cassette recorders, and digital voice or image recorders. PDAs, MP3 and DVD devices, laptop computers, and other devices are included if they are equipped with any device or technology that has the capability to record images or sounds. If I leave Fiserv's employ, I will return all Fiserv property in my possession, including all confidential information and other proprietary material such as software, code, drawings, notebooks, reports, Developments, and customer lists.

2. I will not disclose to Fiserv any information or material that is confidential to others, or use such information in its business, or cause it to be used.

3. I will comply, and do all things necessary for Fiserv to comply, with the laws and regulations of all governments under which Fiserv does business, and with the provisions of contracts between any such government or its contractors and Fiserv that relate to intellectual property or to the safeguarding of confidential information or material.

4. I hereby assign to Fiserv my entire right, title, and interest in any idea, invention, design of a useful article (whether the design is ornamental or otherwise), computer program and related documentation, and other work of authorship (collectively, "Developments"), hereafter made or conceived solely or jointly by me, or created wholly or in part by me, whether or not such Developments are patentable, copyrightable, or susceptible to other forms of protection. These Developments will relate to the actual or anticipated Fiserv business or research and development, and shall include any Development that may be suggested by me or result from any task assigned to me or work performed by me for or on Fiserv's behalf.

The above provisions concerning assignment of Developments apply only while I am employed by Fiserv in an executive, managerial, product or technical planning, technical, research, programming, or engineering capacity (including without limitation, development, product, manufacturing, systems, consulting, support, and field testing). Excluded are any Developments that I cannot assign to Fiserv because of my prior agreement with

effective until

I acknowledge that the copyright and any other intellectual property right in designs, computer programs, and related documentation, and works of authorship, created within the scope of my employment, directly or indirectly, belong to Fiserv by operation of law.

If this is not applicable, enter "n/a."

5. In connection with any Developments assigned by Section 4 above, I will promptly: (a) disclose completely all facts regarding them to Fiserv; and (b) on Fiserv's request, execute a specific assignment of title to Fiserv, and do anything else reasonably necessary to enable Fiserv to secure a patent, copyright, or other form of protection related thereto.

6. Fiserv and their licensees (direct and indirect) are not required to designate me as author of any design,



Mamta Sharma
Mamta Sharma
VP, HR, India

Principal

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Nagar Road, Vadgaonsheri,
Pune - 411014, India
Phone: +91 - 20 - 67140000
Fax: +91 - 20 - 67140001
www.fiserv.com

fiserv.

computer program, or related documentation, or other work of authorship assigned in Section 4 above when distributed publicly or otherwise, nor to make any distribution thereof. I waive and release, to the extent permitted by law, all my rights to the foregoing.

7. I have identified below all Developments not assigned by Section 4 above in which I have any right, title, or interest, and that were previously made or conceived solely or jointly by me, or written wholly or in part by me, but neither published nor filed in any patent office.

If I do not have any to identify, I have written "none" on this line: (It is in your interest to establish that any of the above were made, conceived, or written before your employment by Fiserv. You should not disclose them in detail, but identify them only by the titles and dates of documents describing them. If you wish Fiserv to consider any of these items, you may contact the Fiserv Legal Department, which will provide you with instructions for submitting them to Fiserv.)

8. I acknowledge Fiserv is entitled to an accounting and repayment of all profits, compensation, commission, and benefits that I directly or indirectly realize in connection with any breach of this Agreement; such remedy shall be in addition to and not limit Fiserv's right to injunctive relief under this Agreement in the event of any breach or threatened breach by you, directly or indirectly.

9. The term "affiliates" as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by Fiserv, Inc.

10. I agree not to engage in any activity that creates a conflict of interest with Fiserv's interests or interferes with my compliance with this Agreement.

11. This is my entire agreement with Fiserv relating to the subject matter hereof, and it supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements by or with Fiserv. I acknowledge receipt of a copy of this Agreement.



Mamta Sharma
Mamta Sharma
VP, HR, India

Dr.
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Fiserv India Pvt. Ltd.
Trion Business Park,
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Pune - 411014, India
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Fax: +91 - 20 - 67140001
www.fiserv.com

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Annexure B (INR)

Part (a) - Annual

Basic: 290,500

House Rent Allowance: 145,250

Special Allowance: 372,650

Total - Part (a) : 808,400

Part (b) - Annual

Employer Contribution of Provident Fund: 21,600

Gross Salary Annual : 830,000

Total Compensation: 830,000

Retiral & Benefits

Gratuity :13,966

Meal Credit Value : 10,560

Total Cost to Company : 854,526

Relocation Expenses: As per company policy, the Employee will be entitled for Relocation Expenses up to INR/- ₹35,000.00 in the form of an advance, subject to declaration given by the Employee. The Employee will be required to submit the claim along with a self-declaration mentioning the actual expense incurred by the Employee towards relocation. The relocation amount will be paid to the Employee after deduction of tax at source. If the Employee resigns or if the Employee is terminated for misconduct within a year, the entire relocation amount (inclusive of the deducted tax amount) will be recovered from the Employee's full and final settlement as a debt owed to the Company.

Joining Bonus: The Employee will be entitled for a Joining Bonus of INR/- ₹50,000.00 only if the Employee joins the Company on or before 22/08/2022 which will be payable after the completion of 3 months with the Company. This amount will be subject to tax deduction and will be recoverable from the Employee's full and final settlement as a debt owed to the Company, if the Employee resigns or is terminated on account of misconduct within a year.



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BENEFITS

The Company will provide you with benefits as part of its standard employee benefits package and in accordance with Company policy applicable for your level.

Wellness Related:

a. Group Mediclaim Insurance – The policy covers the Employee, the Employee's spouse and maximum of two children. Total coverage available per family is up to INR 400,000 per annum for hospitalization expenses (in India). 100% of the medical insurance premium and service charges will be borne by the Company. This policy also provides the optional benefit of covering the dependent parents, though this requires an additional contribution from the Employee. The Employee can also choose the option of increased insurance cover by contributing an additional premium.

b. Group Personal Accident Insurance – The Company extends accident insurance coverage to all India based full-time and permanent associates under this policy. Coverage becomes effective from the first day of employment. This is an annual policy, which covers death or physical injury caused to an associate due to accident. The sum insured per associate is 2 times of Annual Base Salary with subject to minimum of INR 25 Lac and maximum up to INR 3 Crores.

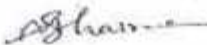
c. Group Term Life Insurance – The Company extends term life insurance coverage to all India based full-time and permanent associates under this policy. Coverage becomes effective from the first day of employment. This is an annual policy, which covers loss of life & critical illness. The sum insured under the policy for all members is 2 times of Annual Base Salary with subject to minimum of INR 25 Lac and maximum up to INR 3 Crores.

d. Non-Smoking Policy - The Company assures a smoke free environment for its employees, and thus prohibits smoking in the work place. The entire office is declared as 'No-Smoking Zone'.

Retiral Related:


a. Gratuity – An employee is eligible for Gratuity, after completion of continuous service of five years, as per the Payment of Gratuity Act, 1972. It is computed at the rate of 15 days' wages based on rate of wages last drawn for every completed year of service.

b. Provident Fund – The benefit of Provident Fund is extended under the Employees Provident Fund Scheme. The rate of contribution is in accordance with PF guidelines


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fiserv. has partnered with **HireRight** to conduct your background verification.
This is a step in our onboarding process to help ensure a safe and secure workplace.

Time to Complete:

The process will take **approximately 30 minutes**. You will need a computer or mobile device with internet access.

Checks to be Conducted

Background screenings include: Government ID check, Address Verification, education verification (highest attained), employment verification (past 5 years), criminal history report (past 7 years, including maiden names), global watch list check and credit and financial review.

Contact from Fiserv or HireRight

You may be contacted for additional information or documentation by Fiserv and/or a HireRight representative. Responses are required within 24 hours of the request unless there are extraordinary circumstances.


Help

Your Fiserv Recruiting Contact and HireRight are happy to help. Should you have any questions related to the verification, please contact:

- **Live Help** through your Applicant Center login
- **Email:** customerservice@hireright.com
- **Phone:** 000 800 852 3035 or 000 800 001 6764

- Information from your online Fiserv Career site application may auto-populate into your HireRight background check application. **It is very important to review any pre-populated information for accuracy and correct any inaccurate information (graduation dates, employment dates, etc.). Be sure to double check all dates entered as you will be unable to change information once your application has been submitted.** It may be helpful to have your resume or CV handy when completing the application.
- Uploading copies of the following documents can often help expedite the verification process.
 - o Employment verification documents (i.e. Payslips, Relieving Letter, Resignation Acceptance, Experience Letter etc. from the first and last years of employment for each employer).
 - o Education verification documents (i.e. all Marksheets & Degree certificates)
 - o Photos of documents taken on a mobile device are acceptable if they can be read clearly.
- Please be honest, accurate and complete with the information provided as part of this background verification.
- **Receiving Results: The HireRight User website will not provide you with your final results. Fiserv will review and ensure all components of your background check meet our company standards, and will inform you of the results once completed.**




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Review Documents for Offer for Job Application: Sudam Wagh - R-10268469 Technology - Analyst Program I

Final Audit Report

2022-08-12

Created:	2022-08-12
By:	Workday Integration (HRKnowledgeSession@fiserv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbn84UKhL-zcb1ptfH_DAXUefuwpuD81Y

"Review Documents for Offer for Job Application: Sudam Wagh - R-10268469 Technology - Analyst Program I" History

-  Document created by Workday Integration (HRKnowledgeSession@fiserv.com)
2022-08-12 - 6:54:29 AM GMT - IP address: 209.177.169.160
-  Waiting for Signature by sudamkwagh@gmail.com
2022-08-12 - 6:54:34 AM GMT
-  Signer sudamkwagh@gmail.com entered name at signing as Sudam Wagh
2022-08-12 - 7:15:31 AM GMT - IP address: 165.225.120.92
-  Document e-signed by Sudam Wagh (sudamkwagh@gmail.com)
E-signature hosted by Workday Integration (HRKnowledgeSession@fiserv.com)
Signature Date: 2022-08-12 - 7:15:32 AM GMT - Time Source: server - IP address: 165.225.120.92
-  Agreement completed.
2022-08-12 - 7:15:32 AM GMT



Qualys

Continuous Security

10 September 10, 2022

Confidential

INAMDAR JABIN ISMAIL

Chhagan Ziparu Kairnar, Ramchandra Balamal Chawl, Delux behind Sindur Jewellers, Pimpri,
Pune - 411017
Maharashtra, India

Dear, JABIN ISMAIL

On behalf of Qualys Security TechServices Private Limited (the "Company"), we are pleased to offer you the position of **Software Engineer**, reporting to **Girish Aher, Manager, Data Platform**. This Agreement (defined below), if accepted, sets forth the terms of your **full time employment** with the Company. We consider it important for each of us to understand our mutual expectations regarding your employment with the Company. This Agreement when signed by you and an authorized Company representative will be a legally binding agreement. If there is anything you do not understand, please feel free to discuss this with us.

The purpose of this Agreement is to set out the terms of your employment with the Company:

CONTRACT OF EMPLOYMENT

This contract of employment ("Agreement") is made and entered into between the Company with its registered office at 10th to 16th Floor, Tower B, Panchshil Business Park, Survey No. 20, Balewadi, Pune - 411045 ("Office") and **INAMDAR JABIN ISMAIL** an individual residing at the following address ("you"): **Chhagan Ziparu Kairnar, Ramchandra Balamal Chawl, Delux behind Sindur Jewellers, Pimpri, Pune - 411017**.

1. Commencement, Probation and Term of Employment

- a) You are expected to join from **September 14, 2022** and report to the Office at **9:30 am** to complete the joining formalities. The Company reserves the right, at the discretion to extend the date of your joining by communicating the same to you in writing.
- b) At the time of joining, you are expected to carry originals of the documents as per Annexure A and submit the copies of the same to the HR Team.
- c) Your employment will be subject to a six (6) month probationary period (the "Probationary Period") beginning on the Commencement Date. This Probationary Period shall, at the option of the Company, be extendable by such further time as the Company deems necessary to evaluate or improve your performance levels. During the Probationary Period your services are liable to be terminated at any time, without any notice or commission or assigning of any reasons thereof and at the sole discretion of the Company.

2. Terms and Scope of Employment

- a) You will be employed in the position of **Software Engineer** and will be expected to perform such duties as are normally associated with this position and such duties as are assigned to you from time to time. You will be expected, to the best of your ability, to devote your time and attention to the duties assigned to you. You will report to **Girish Aher, Manager, Data Platform**.
- b) Your principal place of work will be **Qualys Security TechServices Pvt. Ltd., 10th to 16th Floor, Tower B, Panchshil Business Park, Survey No. 20, Balewadi, Pune - 411045**. The Company at its discretion may transfer your location.
- c) Under the terms of this Agreement, and without the need to terminate the employment relationship or to enter into a new agreement, the Company is permitted to assign you additional tasks, to modify or remove your assigned duties, or to change the place of your employment without additional compensation to you.

Qualys Security TechServices Private Limited

Registered Office:

Qualys Security TechServices Pvt Ltd,
10th to 16th Floor, Tower B, Panchshil
Business Park, Survey No. 20, Balewadi,
Pune - 411045.
CIN: U72200PN2011PTC158114

info@qualys.com | <http://www.qualys.com>




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- d) You will, in addition to the terms and conditions of employment be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified by the Company from time to time. Specifically, you are required, as a condition of this offer of employment, to sign and comply with the Employee Proprietary Information and Inventions Agreement ("Proprietary Information Agreement") which is attached to this letter as Exhibit B.
- e) The terms and conditions of your employment may be amended from time to time, per Company's policies. You shall be required to comply with the information security policies and procedures of the Company and its customers, notified to you from time to time.
- f) Starting prior to your joining and potentially continue post your joining, the Company shall through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. The Company reserves the right to terminate your employment without notice, at any point during the course of employment, if the background verification report is found incongruent with the information and credentials provided by you. Additionally, in such an eventuality, the Company shall require you to refund the salary /remuneration paid including employee benefits availed amongst any other benefits, till such date.

3. Compensation

- a) Your annual compensation package "cost to company value (CTC)" will be **₹ 524,000 per annum** as specified in **Exhibit C** of this Agreement, subject to various deductions as per Company's policies and statutory provisions. This CTC includes compensation for all services rendered under this Agreement, including overtime, to the extent permitted by law.
- b) Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever
- c) You will be eligible to participate in a **bonus** program earning up to **10%** of your **annual base salary, ₹ 500,000** depending on the Company's performance.
- d) In case of any change in the existing statute or introduction of new statute or any changes in the applicable laws, the Company reserves a right to adjust the salary components within the then existing CTC to ensure that the payments are made in compliance with such statute or applicable laws.

4. Benefits

- a) You and your immediate family are eligible for coverage under the Company's Group Mediclaim Insurance Plan on a family floater basis. The effective date of coverage begins on the Commencement Date.
- b) You are eligible for coverage under the Company's Group Accident Plan.
- c) Upon the commencement of your employment, 12% of your Basic salary will be contributed by the Company towards the Provident Fund scheme. Equal contribution by you is mandatory as per the rules of the Provident Fund.

5. Vacation/Leave Entitlement and Paid Holidays

- a) You will be entitled to twenty (20) days of Privileged Leave to be used for vacation days. These leaves will be pro-rated according to the number of completed months of service in your first year of employment with the Company. In addition, you are entitled to ten (10) days for National Holidays as determined by the Company.
- b) Employees are generally encouraged to utilize all of the twenty (20) days of Privileged Leave in the calendar year. If, at any time, the total amount of unused leave reaches forty-five (45) days, then further accrual will stop. Accrual of leave will begin again only when you use your leave and the available balance falls below forty-five (45) days. As the Company develops additional employee entitlements for its India employees, it will communicate the terms of their availability to you.

Qualys Security TechServices Private Limited

Registered Office:
Qualys Security TechServices Pvt Ltd,
10th to 16th Floor, Tower B, Panchshil
Business Park, Survey No. 20, Balawadi,
Pune - 411045.
CIN: U72200PN2011PTC158114

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6. Casual & Sick Leave

- a) You will be entitled to eight (8) days of casual & sick leave during the year. Employees will be credited with 2 (two) days of casual & sick leave at the beginning of every quarter.
- b) Unused casual & sick Leave will not carry over into the next calendar year.
- c) Your absence for a period of continuous seven (07) days, without any notification to your immediate reporting manager, will be treated as absconding from duty. In such circumstances, you will receive 2 warning emails and if the Company still does not receive any response from you, the third email would be treated as a termination notification. In such an event, you will not be eligible for any notice period, payment, relieving letter/ experience certificate/ leave encashment.

In addition to this, Qualys standard Leave Policy, as maybe updated from time to time and available in Qualys Intranet shall apply.

7. Hours and Business Travel

- a) The working hours under this Agreement will be forty (40) hours per week, Monday through Friday. The Company business day is generally from 9:00 A.M. to 6:00 P.M., inclusive of a lunch break. Further, depending on project/ work contingencies, work load and business requirements, at any given time you may be required to work outside these stated hours, including weekends.
- b) You may also be expected to travel to other locations and at times outside of your official working hours. You may at any time be called upon to perform other than your normal duties which in the opinion of the Company are within your capacity to discharge and you will forthwith undertake these duties with due care and diligence.
- c) You agree to work at timings that overlap with the Company's customers' office timings in India or overseas.
- d) Expenses for any work related / official national and international trips shall be reimbursed by the Company in accordance with the Company policy from time to time.

8. Disability

- a) You will notify the Company immediately of every incapacitation from work and its probable duration. Upon request by the Company, you must give reasons for the incapacitation to the Company.
- b) In case of illness, you will provide a medical certificate of the incapacitation.

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9. Termination of Employment Relationship

- a) You may terminate your employment by giving the Company **one month's written notice** or by paying the Company an amount equal to one month's salary in lieu of notice for failure to comply with the notice requirement contained in this clause, which shall be at the discretion of the Company.
- b) Your employment may be terminated by the Company for cause without notice or any payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or are guilty of any criminal offence involving moral turpitude or affecting the business or affairs of the Company or are guilty of negligence or misconduct in connection with or affecting the business or affairs of the Company. Termination of your employment under this clause shall be without prejudice to: (a) the Company's right to claim damages arising out of your act, breach, offence, negligence or misconduct; and (b) any other relief to which the Company may be entitled under contract, law or equity.
- c) In the absence of any act, breach, offence, negligence or misconduct on your part, the Company shall be entitled to terminate your employment, by giving you one month's written notice.
- d) The Company may also terminate your employment with such shorter notice period that it deems necessary by **paying you salary in lieu of notice**. Without prejudice to the foregoing, upon receipt of notice of termination of this Agreement for any reason by either party, the Company shall have the right to permanently relieve you from the performance of any and all of your duties and privileges. At the end of the notice period, any outstanding annual leave shall be paid to you. On termination, the Company shall not have any further liability to you other than as specifically set out in this Clause 9.
- e) The Company's decision as to the termination of your services or employment shall be final and legally binding on you.
- f) During the notice period, you are not eligible for any leave. In case you avail leave, the notice period shall be extended to that effect and the calculation of working days shall be done accordingly.
- g) After termination of your employment with the Company, for any reason, you shall:
 - (i) continue to be bound by your employment obligations to the Company including but not limited to protection of Company's and Company's customers' confidential information, personal information or personal data and intellectual property.
 - (ii) not make any statements (whether oral or written) or do anything which might damage the reputation of the Company or interfere with Company's relationship with its clients, customer, vendors or any other related third party.

10. Retirement

The age of retirement from the Company shall be on attainment of 60 years. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you on the Commencement Date. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

11. No Conflict of Interest

- a) You represent and warrant that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from performing your job responsibilities for the Company.

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- b) You agree that during your employment with the Company under this Agreement, including any renewals and novations hereof, you shall not be involved in or associated with as a proprietor, promoter, director, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to the Company's or which in any way otherwise competes with the Company.
- c) You further agree that if you leave the employment of the Company in breach of the provisions of this Agreement, you shall not for one year after the cessation of employment be involved in or associated with as a proprietor, promoter, director, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to the Company's or which in any way otherwise competes with the Company.
- d) You represent that you have not brought, and will not bring to Company, disclose to Company, or use in the performance of your responsibilities, any devices, materials, or documents of a former employer or other party ("Third Party") that are proprietary or are not generally available to the public, unless you have obtained express written authorization from such Third Party for their possession and use. You shall indemnify and hold harmless Company from all claims, damages, costs, expenses, fines, and fees (including reasonable attorneys' fees) arising out of assertions by such Third Parties of superior rights to any intellectual property brought to Company and incorporated by you in any deliverable pursuant to this Agreement.

12. Non-solicitation

- a) You agree and affirm that you shall not, without the prior written consent of the Company, at any time during your employment or for a period of two (2) years from the termination of your employment, for any reason, either individually or through any company or through a third party any manner whatsoever
- (i) directly or indirectly solicit, endeavor to solicit or gain the custom of, canvass or interfere with any person who is a client or customer of the Company or the employees of the Company, the Company's clients or its affiliates.
 - (ii) directly or indirectly solicit business from or accept employment with, any customer/vendor of the Company.

13. Consent Regarding Personal Data

- a) Personal data includes any information related to a natural person that is, in combination of other information or otherwise, is capable of identifying such person notably including financial information such as bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history, biometric information, any information or detail relating to previous employment details, educational qualifications and criminal record.
- (i) You hereby understand and consent to Company, without any reservations, to (a) collect any of your personal data or other data from your last employer or through any internal or external agencies appointed for this purpose, (b) use or process such personal data in connection with your employment with the Company or any matters arising from such employment, and (c) sharing such personal data with any outside agencies or third parties including Company's client/customer for verification and validation of this information, processing in relation to employment or matters arising from such employment, or in compliance with the Company's contractual or statutory obligations.
 - (ii) You understand that you may withdraw the consent by informing in writing to Company's designated representative for this purpose. You also consent and accept that if such withdrawal of consent affects the purpose for which your personal data was sought, Company reserves the right to take steps as it deems appropriate. You understand that this consent is obtained by the Company to ensure compliance

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of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any successor laws regarding the subject matter.

14. Arbitration

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved through arbitration by a sole arbitrator appointed by the Company ("Arbitrator"). You hereby expressly consent and waive all objections to the appointment of Arbitrator by the Company. The Arbitration shall be governed by the Arbitration and Conciliation (Amendment) Act, 2019. The venue of the Arbitration shall be Pune.

15. Severability

You agree that the provisions of this Agreement are severable, and if any provisions are found to be unenforceable in whole or in part, the remainder of the Agreement will remain valid and enforceable. You further agree to cooperate with the Company to amend any provisions of this Agreement that are held to be unenforceable, so as to render the entire understanding between you and the Company effective and enforceable.

16. Successors and Assigns

It is agreed that for the purpose of this Agreement, "Company" includes the Company signatory thereto, and any of its parent, subsidiaries, subdivisions and affiliates to the fullest extent permitted by law. The Company will have the right to assign this Agreement, and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and will not be assigned by you.

17. Notice under the Agreement

Any notices required to be given under this Agreement shall be in writing and shall be validly delivered if (a) sent by personal hand delivery, or (b) sent by mail to the address of the applicable party set forth on the first page of this Agreement. Any change in your residential address, telephone numbers, marital status, and academic qualifications should be notified in writing to the Company. All communication will be addressed to you on the last address notified by you and it will be presumed that you have received such communication addressed to you.

18. Choice of Law

This Agreement is to be governed and construed by the laws of Maharashtra, India.

19. Other terms and conditions:

19.1 During your employment, you shall be subject to the service regulations applicable from time to time to the establishment, where you are required to work. Your other service conditions shall be the same as for the employees of your category in the Company.

19.2 During the period you are employed with us, you shall not undertake employment, part time work, consultancy or educational pursuits, without prior permission of the Company in writing. You shall devote your whole time and attention to your duties with us.

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(Handwritten signature)

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20. **Entire Agreement**

This Agreement, any letter of appointment and any other document sent to you and including the Proprietary Information and Inventions Agreement, is the entire agreement between you and the Company and it supersedes any other agreements or promises between you and the Company. The Company and you agree that the foregoing accurately describes the relationship that you are willing to enter into with the Company and the Company and you agree this Agreement is fair and reasonable. This Agreement is contingent upon a satisfactory background and reference checks. Any false information provided may result in immediate termination of this Agreement with no further compensation to you.

This Agreement will remain valid until **September 13, 2022**. If this Agreement is not signed and returned by **September 13, 2022**, this Agreement will be considered null and void. The Company and you acknowledge our acceptance and understanding of this Agreement by our respective signatures below.

Jabin, your acceptance of our offer of employment represents a unique opportunity for us both to grow and succeed. We all want to thank you in advance for your faith in us, and for the commitment you have made to our common vision.

Finally, we all look forward to working and building Qualys Security TechServices Private Limited with you!

For and on behalf of
Qualys Security TechServices Private Limited

DocuSigned by:

Maitreyee Mitra Syal

A8DC5C88E80F400

Maitreyee Mitra Syal
Vice President, Human Resources, India and APAC

AGREED AND EXECUTED

INAMDAR JABIN ISMAIL

DocuSigned by:

Jabin Ismail

F59E39A80427489

(Signature)

2022-09-12

(Date)

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Exhibit A

List of Documents

Four postal stamp size photographs;
 Photo copies of the documents showing date of birth and copies of your testimonials;
 PAN Number,
 Form 16 under Income Tax Act; and
 Certificates along with the original in support of your qualifications and experience.

Exhibit B

Qualys Security TechServices Private Limited Confidentiality and Inventions Assignment Agreement

Exhibit C			
Salary Heads	Per Month	Per Annum	Particulars
Fixed Components [A]			
Basic	16,667	200,000	40% of Base Salary
HRA	6,667	80,000	40% of Basic Salary
Other Allowance	14,167	170,000	Balance amount (Base Salary less remaining components)
Leave Travel Allowance (LTA) Exempt on production of valid supporting bills	4,167	50,000	Annual amount = 3 times of monthly Basic Salary or ₹1,20,000 whichever is less
Total Earnings Base Salary] [A]	41,667	500,000	
Provident Fund Company's Contribution [B]	2,000	24,000	12% of Basic Salary
Total CTC [A] + [B]	43,667	524,000	

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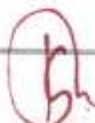
1. Insurance coverage includes:
 - a. Group Medical insurance for self and dependents (spouse, dependent children and dependent parents)
 - b. Group Personal Accident insurance for self
 - c. Group Term Life insurance for self
2. Additionally, Gratuity shall apply as per the 'Gratuity Act of 1972'

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EMPLOYMENT OFFER LETTER

Cappgemini Ref: 6188315/1438412,

07/26/2022,

JADHAV PARAG SURESH

Ganga Skies Housing Society, F2-301, Opposite St Bus Stand, Vallabh Nagar, Pimpri, Maharashtra -411018
Mumbai,
India.

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Dear, JADHAV PARAG SURESH

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Cappgemini Technology Services India Limited ('Cappgemini' or 'Company') starting from 08/02/2022 (or such other date as may be communicated to you by the Company), as per details given below.

- A) Your current designation will be Analyst/A4.
- B) You will be required to work at the Company's offices in Mumbai.
- C) You have to report by 8:30 am at Mumbai office, for joining formalities and contact security at the main gate for your entry pass at:

Address
CAPGEMINI Knowledge Park, IT 1 / IT 2, TTC Industrial Area, Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708

Please note that your name mentioned in the offer letter will be used to create your employee records in Cappgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be INR 400,010.00 (Rupees Four Lakh And Ten Only) which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

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




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Analyst

Total Cost to Company (CTC).

Rs.400,010.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.9,000.00	Rs.108,000.00
Other Allowances and Reimbursements - 1 #	Rs.1,890.00	Rs.22,680.00
Other Allowances and Reimbursements - 2 +	Rs.839.00	Rs.10,068.00
Advance Statutory Bonus ++	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.29,878.00	Rs.358,536.00
Capgemini's contribution to PF *	Rs.1,600.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.388,800.00
Total Cash Compensation		Rs.388,800.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 400,010.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1, Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00




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+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (QAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.




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

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

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

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

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

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

G.) You shall be eligible for following additional one-time payout:

- Special Incentive: You shall be eligible for one-time incentive of INR 25,000.00/- (Rupees Twenty Five Thousand Only), post completion of one year of service from your date of joining with the Company. This payment will be made to you in the subsequent payroll cycle post completion of one year and will fully taxable. However, in the event that you are not an active employee of the Company (i.e. terminated or you resign from employment or for any other reason) post completion of one year but before the disbursement of one-time incentive, you shall not be entitled for this one-time incentive paid.

H.) Probationary Period:

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

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




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J.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Caggemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 10/01/2022 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.




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

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

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

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

For Capgemini Technology Services India Limited



Anilkumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

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

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

Name: JADHAV PARAG SURESH

Date: 07/26/2022




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EXHIBIT 1

Terms & Conditions of Employment with Caggemini Technology Services India Limited

1. CURRENT WORK LOCATION:

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

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

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

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

2. DUTIES AND RESPONSIBILITIES:

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

3. COMPENSATION:

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

4. TRAINING:

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

5. COVENANTS AND REPRESENTATIONS:

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

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

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




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- 5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.
- 5.4 Caggemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.
- 5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.
- 5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.
- 5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.
- 5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).
- 5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Caggemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Caggemini and communicated to you in writing.
- 5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.
- 5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.
- 5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.
- 5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.
- 5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.




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5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

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

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

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

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

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

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

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

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.




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

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

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

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

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

7. INTELLECTUAL PROPERTY:

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

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

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

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith,
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

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

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

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

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




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

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

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

8. CONFLICT OF INTEREST:

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

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

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

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

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

9. RETIREMENT/TERMINATION:

a.) Retirement

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

b.) Notice Period/Termination

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

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

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.




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c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

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

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

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

11. MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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




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CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

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

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Caggemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

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

Name:
Signature:
Date:




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ANNEXURE I (A)

Onboarding Documents

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

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




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ANNEXURE I (B)

Background Verification

Reference terms:

Cappgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Graduation/Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

Note: Based on certain business requirement and statutory rules Cappgemini may initiate certain additional checks during your tenure in Cappgemini and by accepting this offer you agree to undergo such additional checks when required. Cappgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@cappgemini.com>). (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet**.
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for 5 years of employment or past 2 employers whichever is higher.

Form 16 - Part A only.

Bank statement for last 3 months - [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.

Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers
- These letters should clearly mention your last working day with your previous employers.

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to submit the original experience/relieving letter to Cappgemini HR department / email the same to the following email address backgroundverification.in@cappgemini.com not later than 14 days of your joining**

Court Verification Forms

- Court Record form

Note:

All of these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All of the above forms are submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence address for verification; alternatively they may also call you or ask you to visit the nearby Police Station.

You are required to submit all the documents with 7 days from receiving this Offer, failing which offer will be revoked

Important points to note:

- In an event you fail to submit the required documents to the HR department within 30 days of first intimation/date of joining and after 2 reminders. Cappgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Cappgemini reserves to take disciplinary actions which inter alia includes termination from service without notice.

***In case your last employer do not provide experience letter you may provide the relieving letter, however please ensure that the relieving letter has last working day clearly mentioned.

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

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

Best Regards,
Team HR

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**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date:23-Mar-2022

Jadhav Rushikesh Ishwar

C10933778

C-15, Torana Housing Society, RH-24, G-Block, MIDC, Chinchwad, Pune-411019

Dear, Jadhav Rushikesh Ishwar

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

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

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

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




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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

Yours sincerely,



ACKNOWLEDGED AND AGREED:

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

[Insert full legal name]




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Candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

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

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

(A) Annual Fixed Compensation

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

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

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

(C) Joining Bonus

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




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Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

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

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

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




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

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

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

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

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

GST Clause:

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

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

General Tax:

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




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ANNEXURE II

Mandatory documentation at the time of onboarding:

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



ANNEXURE IV - DECLARATION

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

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

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

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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





EnterpriseDB Software India Private Limited
Godrej Castlemaine
Unit No.301, 302, 303 A, 3rd Floor
Next To Ruby Hall
Pune, Maharashtra 411001, India
TEL 020-68681000/1001
CIN-U72900PN2006PTCO22024

Date: 09-August-2022

To,
JADHAV SACHIN RAMESH

1497"Bramhachaitanya" Navnirmaan Housing Society Rupeenagar Behind Rameshwar Mandir Talawade, Pune - 441211, Maharashtra.

Subject: Offer for the position of **Intern - Developer**.

We are pleased to offer you the position of **Intern - Developer** with **EnterpriseDB Software India Private Limited ("Company")**. This is an educational internship. Our goal is for you to learn more about the functional processes and organizational collaboration.

As we discussed, your paid academic internship is expected to last from **16 August 2022 to 15 February 2023**. After successful completion of the Program, you are entitled to receive the Internship Letter which will be issued on your name.

As an Intern, you will not be a Company employee. Therefore, you will not receive any salary, wages, or other compensation. However, Company will pay gross monthly stipend of **Rs. 20,000 (Rupees Twenty Thousand Only)**. In addition, you will not be eligible for any benefits that the Company offers its employees, including, but not limited to, health benefits, holiday pay, vacation pay, retirement benefits. You understand that participation in the Project Program is not an offer of employment, and successful completion of the Project Program does not entitle you to employment with the Company.

During your internship term, you may have access to company specific information which may be tagged as confidential. Your internship with us shall be governed by terms and conditions as set forth in Annexure A ("Non-Disclosure Agreement"). You agree that you will keep all this information strictly confidential and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of the Project, you will immediately return Company's assets, equipment, and documents, including electronically stored information.

By accepting this internship offer, you agree that you will follow all the Company's policies that apply to interns, including, the Company's anti-harassment policy.

During the term, Company may terminate this Agreement for convenience by providing 1 day written notice of its intention to terminate this Agreement.

This letter constitutes the complete understanding between you and the Company regarding your Project and supersedes all prior discussions or agreements. And we hope that your Project with the Company will be successful and rewarding.




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EnterpriseDB Software India Private Limited
Godrej Castlemaine
Unit No.301, 302, 303 A, 3rd Floor
Next To Ruby Hall
Pune, Maharashtra 411001, India
TEL 020-68681000/1001
CIN-U72900PN2006PTCO22024

Thanking you,
Yours faithfully,
EnterpriseDB Software India Private Limited
Pune, India.

DocuSigned by:

6874417055F00418

Authorized Signatory
Ancy N Sreenivasan
Senior Director, HR - APAC

DocuSigned by:

17CC07DF058D495...

Acceptance of the Candidate
JADHAV SACHIN RAMESH
8/10/2022




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Brahma Valley College of Engg. & RI



EnterpriseDB Software India Private Limited
 Godrej Castlemaine
 Unit No.301, 302, 303 A, 3rd Floor
 Next To Ruby Hall
 Pune, Maharashtra 411001, India
 TEL 020-68681000/1001
 CIN-U72900PN2006PTCO22024

ANNEXURE A

This Non-Disclosure Agreement ("Agreement") is by and between EnterpriseDB Software India Pvt Limited, on behalf of itself and its Affiliates ("EnterpriseDB") and Jithendra Bojedla ("Company"). "Affiliate" means an entity of whom EnterpriseDB Software India Pvt Limited directly or indirectly owns at least fifty percent (50%) of the outstanding voting shares.

1. EnterpriseDB may, in its sole discretion, disclose to Company Confidential Information. "Confidential Information" means all information disclosed by EnterpriseDB to Company of a confidential, proprietary or trade secret nature furnished in oral, written or machine-readable form, including, but not limited to, software, hardware, designs, inventions, ideas, "know-how," product plans, specifications and information, training and consulting materials, company plans, business policies and financial information, employee information, marketing information and other information which (a) has value because it is not generally known, and (b) EnterpriseDB uses reasonable efforts to protect. Confidential Information does not include any information that is: (i) or becomes available to the general public due to no fault of Company; (ii) rightfully in Company's possession prior to the disclosure and under no obligation to hold such information in confidence; (iii) disclosed to Company by a third party who is under no obligation to hold that information in confidence, or (iv) is independently developed without use of, or reference to, the Confidential Information as evidenced by the written records of Company.
2. The Confidential Information will be used only by Company in the course of, and in furtherance of, its business relationship with EnterpriseDB and the purpose for which the Confidential Information was disclosed. Company agrees (a) to hold the Confidential Information in confidence, (b) to protect and store it consistently with its own most highly confidential information, but in no event to use less than a reasonable standard of care, and (c) not to copy, duplicate, disclose or deliver all or any portion of the Confidential Information to any third parties. Company may disclose Confidential Information to its employees who have a specific need to know such Confidential Information in furtherance of the business purpose for which the Confidential Information was disclosed. Prior to such disclosures, all such employees shall have enforceable nondisclosure commitments/agreements with Company with terms no less restrictive than those contained herein. Notwithstanding the foregoing restrictions, the Company may use and disclose any information to the extent required by an order of any court or other governmental authority, but only after EnterpriseDB has been promptly notified in writing and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Company shall give EnterpriseDB reasonable assistance in contesting the disclosure, and the Company shall furnish only that portion of the Confidential Information which is legally required.
3. The term of this Agreement shall commence on the Effective Date and continue for three (3) years. Notwithstanding the foregoing, the protections of this Agreement will survive expiration of this Agreement.
4. Company agrees not to remove or modify any copyright, confidentiality or proprietary notice from the Confidential Information. Company further agrees not to decompile, disassemble or



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EnterpriseDB Software India Private Limited
 Godrej Castlemaine
 Unit No.301, 302, 303 A, 3rd Floor
 Next To Ruby Hall
 Pune, Maharashtra 411001, India
 TEL 020-68681000/1001
 CIN-U72900PN2006PTCO22024

otherwise reverse engineer the Confidential Information. Company will promptly return all Confidential Information (and any copies and abstracts thereof) to EnterpriseDB immediately upon request. EnterpriseDB retains all right, title and interest in and to the Confidential Information and, except as provided herein, no license or other right, express or implied is hereby transferred to Company. All Confidential Information is provided "AS IS" and without any representation or warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or completeness. EnterpriseDB will not have any liability to Company or third parties relating to or resulting from the use of the Confidential Information or from any inaccuracies therein or incompleteness thereof

5. Company acknowledges and agrees that a breach of any provision of this Agreement may result in irreparable harm and monetary damages to EnterpriseDB for which there may be no adequate remedy at law. In the event of such breach or any threatened breach, EnterpriseDB shall be entitled to seek injunctive relief and such other and further equitable relief as EnterpriseDB may deem to be appropriate.
6. This Agreement may not be assigned by Company without the prior written consent of EnterpriseDB. This Agreement constitutes the full and entire understanding between the parties with regard to the subject matter of this Agreement, and supersedes all other discussions and agreements relating to its subject. This Agreement may be amended only in a writing signed by both parties. Delivery of an executed counterpart of this Agreement by facsimile or any other electronic means shall be deemed to be as effective for all purposes as delivery of the manually executed counterpart. This Agreement will be governed by the laws of India without regard for its choice of law provisions. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of Pune, India, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. The provisions of this Agreement will be considered severable, and the invalidity or unenforceability of any provision will not affect or impair the remaining provisions, which will continue in full force and effect. All notices shall be in writing and delivered to the addresses specified above either in person or by a means evidenced by a delivery receipt. All notices to EnterpriseDB shall be sent to the attention of VP, Legal and Corporate Compliance with a copy sent to legal-notices@enterprisedb.com. All notices will be effective upon receipt.

Signed on behalf of EnterpriseDB Software India Private Limited

DocuSigned by:

 3E7A34709FDC443

Name: Ancy N Sreenivasan

JADHAV SACHIN RAMESH

Title: Senior Director HR - APAC

Signature:
 17CC87DF06BD485...
 8/10/2022

Date: 8/10/2022



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 Brahma Valley College of Engg. & RI

Ref: DSGS/HRD/2021-22/5967
22

06-Oct-

To,
Name: JADHAV VAIBHAV MANOJ
Address: Pune

Offer Letter: Apprenticeship

Dear, JADHAV VAIBHAV MANOJ

This is with reference to your application and letter from your college for the Apprenticeship, we are pleased to offer you an educational Apprenticeship with Dassault Systemes Global Services Private Ltd. (Formerly known as 3D PLM Global Services Pvt. Ltd.), Flagship Infrastructure (P) Ltd., SEZ, S. No. 123, Fourth Floor at Building IT09, Rajiv Gandhi InfoTech Park, Phase -I, Hinjewadi, Pune- 411 057 on the following terms and conditions:

1. Your Apprenticeship will commence from 17-Oct-22 to 16-Oct-23 and you will be based at our Pune establishment.
2. As an Apprentice you will not be the company employee hence you will not be entitled to salary and or benefits that the permanent company employee receive.
3. During your Apprenticeship, you will be paid INR. 45,000 (Forty-Five Thousand) per month as stipend. Upon completion of your Apprenticeship period, you will be issued a certificate based on your performance and conduct during this period.
4. You will be required to sign a Confidentiality and IPR Agreement, as applicable effective from the date of joining to protect the Company's and its clients' rights in the information and materials developed by you or disclosed to you during the course of your Apprenticeship. A copy of the Confidentiality and IPR Agreement can be provided to you as applicable, if you so request.
5. Your Apprenticeship may be terminated by the Company at any time without assigning reasons by giving by 30 days' notice. Similarly, you are also require to give 30 days' Apprenticeship termination notice.
6. During your Apprenticeship, as per the Company policy, you will be entitled to the benefits as applicable to the Apprentice.
7. Your breach of any of the terms of this letter or any other agreement signed by you with the company, or your breach of the Company code of conduct, policies, rules, regulations and procedures, or The company finds your performance unsatisfactory during any period of Apprenticeship in the discharge of duties assigned to you, or any act or omission by you that may have the effect of injuring the reputation or business of the company or causing loss to the company, or your failure to comply with the instructions specified in Annexure A hereto,

Dassault Systemes Global Services Private Limited (Formerly known as 3D PLM Global Services Pvt. Ltd.)
Corporate Office: IT09 Building | 4th Floor | Blue Ridge Qubix SEZ | Rajiv Gandhi Infotech Park, Hinjawadi | Pune 411057 | INDIA | Tel. no.: +91 (20) 8690 1000

Regd. Office: Plot No. 15B | Pune Infotech Park | M.I.D.C. | Phase-1, Hinjewadi | Taluka Mulshi | Pune MH 411 057 | India | Tel. no.: +91 (20) 8675 0827 | Fax no.: +91 (20) 8675 0827
CIN: U72900PN2014PTC197926 | www.3ds.com




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or your unauthorized absence from work; or your insubordination; or your misconduct. In the event of such circumstances, your Apprenticeship shall be terminated without giving any notice.

- B. Please acknowledge your acceptance of offer by signing and returning the duplicate copy of this letter. You are requested to report at the following address by **09.30 AM** on the date of joining mentioned above. Please ask for **Sonali Lad** to complete the joining formalities and carry the documents as listed in Annexure A enclosed herein.

Dassault Systemes Global Services Private Ltd. (Formerly known as 3D PLM Global Services Pvt. Ltd.), Flagship Infrastructure (P) Ltd., SEZ, S. No. 123, Fourth Floor at Building IT09, Rajiv Gandhi InfoTech Park, Phase -I, Hinjewadi, Pune- 411 057

We understand that you may have queries during your joining period. We would encourage you to contact Ravina (on Email ID: Ravina.PHARANDE@3ds.com/ Tel: 7770015249).

We hope that your Apprenticeship with the Company will be successful.

With best regards,

For Dassault Systemes Global Services Private Ltd.,

Shirish Bavdekar
Head - Talent Acquisition

Dassault Systemes Global Services Private Limited (Formerly known as 3D PLM Global Services Pvt. Ltd.)
Corporate Office: IT09 Building | 4th Floor | Blue Ridge Qubix SEZ | Rajiv Gandhi Infotech Park, Hinjawadi |
Pune 411057 | INDIA | Tel. no.: +91 (20) 6690 1000

Regd. Office: Plot No. 15B | Pune Infotech Park | M.I.D.C. | Phase-1, Hinjewadi | Taluka Mulshi | Pune MH 411
057 | India | Tel. no.: +91 (20) 6793 6600 | Fax no.: +91 (20) 6675 0827
CIN: U72900PN2014PTC197626 | www.3ds.com




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Annexure A
MANDATORY LIST OF DOCUMENTS

Please carry the original documents along with a photocopy on your Date of Joining. Originals will be returned after verification on the same day:

- 1) Educational mark sheets & certificates –
 - (i) 10th mark sheet
 - (ii) 12th mark sheet
 - (iii) Graduation – Semester mark sheets & certificates
 - (iv) Post Graduation - Semester mark sheets & certificates
 - (v) Any other certificates
- 2) Bonafide letter from College
- 3) No objection letter for Apprenticeship from College
- 3) Address proof (Any one): Passport/ Rent agreement /Light bill /Aadhaar card
- 4) Aadhaar card
- 5) Doctor's Certificate in original which must mention the following:
 - (i) Certificate Date (not more than one week prior to date of joining) ,(ii) Your Full Name
 - (iii) Your Age, (iv) Certification that you are of sound physical and mental health and also that you are not suffering from any contagious disease. (v) Blood group.
- 6) Four passport size color photographs

Dassault Systemes Global Services Private Limited (Formerly known as 3D PLM Global Services Pvt. Ltd.)
Corporate Office: IT09 Building | 4th Floor | Blue Ridge Qubix SEZ | Rajiv Gandhi Infotech Park, Hinjawadi |
Pune 411057 | INDIA | Tel. no.: +91 (20) 6690 1000

Regd. Office: Plot No. 15B | Pune Infotech Park | M.I.D.C. Phase-1, Hinjewadi | Taluka Mulshi | Pune MH 411
057 | India | Tel. no.: +91 (20) 6793 6600 | Fax no.: +91 (20) 6675 9982
CIN: U72900PN2014PTC197626 | www.3ds.com




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{{Dte_es_:signer1:date}}

JAGTAP SUYOG DEORAM
Nashik

PRIVATE AND CONFIDENTIAL
Employment Offer Letter and Terms and Conditions of Employment

Dear, JAGTAP SUYOG DEORAM

We are pleased to offer you employment with PricewaterhouseCoopers Service Delivery Center (Bangalore) Private Limited ("Company" or "PwC AC Bangalore") in the position of Associate . Your work location will be Bangalore. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **17 August, 2022**, or such other date as may be communicated by us to you in writing ("**Employment Commencement Date**").

Remuneration Package:

1. Gross Salary: You are being offered a gross salary of Rs. **600,000/- Six Lakh Only**

The details of your gross salary are specified in Annexure 1 to this offer letter ("**Offer Letter**").

2. Bonus program: In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests.




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Other Terms:

Please read the following terms and contact us with any questions that you may have.

1. Employment Agreement: Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

3. Visa: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

4. Taxation: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

5. Travel, Assignments or Secondment:

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

6. Termination Notice:

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such




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verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

(i) acts of fraud, dishonesty or misconduct involving moral turpitude;
(ii) commission or conviction of any criminal offence;
(iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

(iv) material failure to adhere to the Company's corporate codes, policies or procedures;
(v) continued failure to meet performance standards as determined by the Company;
(vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;

(vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

7. Return of Property: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

8. Acknowledgement: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on us_advisory_ac_india_hc_operations@pwc.com




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9. To indicate your acceptance and agreement with all the terms of this Offer Letter and the attachments including the Employment Agreement, please share the signed copy of the Offer Letter, no later than **17 April, 2022**. It is clarified that the employment offer made to you under this Offer Letter will automatically lapse on **17 April, 2022**, and will no longer be valid if we do not receive your signed acceptance of the Offer Letter. It is further clarified that the employment offer under this Offer Letter is contingent upon you joining the services of the Company on the Employment Commencement Date. The employment offer made to you under this Offer Letter, will be deemed withdrawn on your failure to join the services on the Employment Commencement Date.

Yours truly,

For PricewaterhouseCoopers Service Delivery Center (Bangalore) Private Limited

{{Sig_es_:signer1:signature}}

Authorized Signatory

Date: {{Dte_es_:signer1:date}}

I, **JAGTAP SUYOG DEORAM** (C000004638818), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

{{Sig_es_:signer2:signature}}

Date: {{Dte_es_:signer2:date}}




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20 August 2021

JOSHI BHAVESH MAHESH
D-102, Vaibhav Vihar, Mal Naka
Ratnagiri, Maharashtra - 415612

Subject: Offer of Employment

Dear, JOSHI BHAVESH MAHESH

We are pleased to offer you an employment at the post of "Trainee Engineer" in our company Xpanxion International Pvt. Ltd. (the "Company").

Once you are part of the team, the Company management will initially provide a period of indoctrination training to familiarize you with the Company's procedures and processes.

1. We offer you this employment on the following terms and conditions:

- a) **Date of Joining: 1 July 2022** or earlier, except if otherwise extended by the Company and communicated to you in writing.

Please submit all the documents mentioned in **Annexure A** at the time of joining.

On the day of joining, please come to the work location mentioned above at **10:00 AM**. Human Resources department will be very happy to walk you through our facility, familiarizing you with our work culture, guide you through our work environment and introduce you to your team.

- b) **Trial/ Probation Period: Six (6) months.** At the discretion of the Company, the probation period may be extended, if it is found that the services provided by you are not satisfactory.
- c) **Location:** You will be based in Pune. However, depending upon the company's requirements, you may be required to travel and/ or be posted temporarily or permanently at other offices/ locations.
- d) **Remuneration:** Your Annual Cost to Company shall be **INR 7,00,000** subject to applicable statutory deductions. A detailed break up of your salary structure is provided in **Annexure B**.
- e) **Working Hours and Leave:** The normal working days will be [five (5) days] a week. You may be required to work in excess of the or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is an adequate compensation in case you are required to work for any additional hours, and you shall not be entitled to any additional payment in this regard. You will be entitled to a certain amount of paid leave annually as per the prevalent policies of the Company.

2. **Confidentiality:** The contents of this Offer Letter are strictly confidential to the Company and the Company treats the contents of this Offer Letter as its confidential information. Irrespective of whether or not you accept this offer, you shall at all times maintain absolute confidentiality of the

BlueConch Technologies is the global products and platform engineering services brand of Xpanxion International Pvt. Ltd.
Registered Office: XIPL, 1st Floor, Vismaya Building, Infopark, Kasumagiri, P.O. Kakkanad, Ernakulam, Kerala, India 682030
Corporate Office: XIPL, 4th Floor, Server Space, A.G. Technology Park, Off ITI Road, Aundh, Pune-411067
Tel: +91 20 4019 0500 | +91 20 6625 0500 **Web:** www.blueconchtech.com
CIN: U72200KL1998PLC06707



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Version: 1.0, May 2020

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content of this offer as well as any information which was disclosed to you pursuant to your discussions with the Company. Any disclosure of the contents of this offer to any third-party will be construed as a serious breach and the Company may initiate appropriate legal action against you.

3. All other detailed terms and conditions of your employment will be specified in the Appointment Letter, Invention Assignment and Confidentiality Agreement and Company Policies which will be provided to you separately. This Offer Letter along with the Appointment Letter, Invention Assignment and Confidentiality Agreement and Company Policies collectively form a part of your employment conditions.
4. This Offer Letter is conditional upon you executing the Appointment Letter and/or any other agreement as may be requested by the Company at the time of joining.
5. The Company may revoke this offer of employment any-time before execution of the Appointment Letter. Similarly, after accepting this offer, if you do not intend to join the Company, you shall have a right to inform your intentions any-time before your joining date.
6. **Verification:** As part of our process, we will conduct a reference check and antecedent verification of your medical records, and all the data or information produced by you before and during the interview process. If it is found at any time that any information furnished by you to the Company is incorrect or false or if you are found to have willfully suppressed or concealed any material information, the Company will have the right to withdraw the offer and you will be liable to removal from the services without any notice and compensation in lieu thereof.

To accept the terms of this offer, you must communicate your acceptance on or before the acceptance deadline of five (5) days following the date of this letter, failing which this offer letter stands automatically revoked.

We are eager to welcome you to the family!

Yours truly,

For Xpanxion International Pvt. Ltd.



2021-08-25 22:15:56 IST

Ruchika Tanwar
Senior Manager – Talent Acquisition



**Annexure A
LIST OF DOCUMENTS**

1. **Latest/updated Resume**
2. **PAN Card (Mandatory)**
3. **Identity Proof: (Any Two)**
 - a. Passport
 - b. AADHAR Card
 - c. Driving License
4. **Current and Permanent Address Proof – (Any One)**
 - a. Electricity bill
 - b. Telephone bills
 - c. Corporation tax receipt
5. **Educational Information: All documents**
 - a. SSC mark sheet & certificate
 - b. HSC mark sheet & certificate
 - c. School leaving and Domicile certificate
 - d. Graduation (if applicable): Semester (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
 - e. Post-graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
6. **Professional Information: (as applicable)**
 - a. Previous employment offer letter
 - b. Previous employment Appointment letter
 - c. Previous employment Relieving Letter/Experience Certificate / Service Certificate from all previous employers (if applicable)
 - d. Resignation Acceptance Letter / Email / Relieving Letter / Experience Certificate from current employer (if not currently available, it is mandatory to submit the same on the date of Joining)
 - e. Last three (3) months salary slip/salary certificate/salary account bank statement.
7. **Four (4) passport size photograph**



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Annexure B

TOTAL COMPENSATION STATEMENT

Particulars	Monthly	Annual
Basic	15,000	180,000
House Rent Allowance	6,000	72,000
Leave Travel allowance	1,500	18,000
Education Allowance	200	2,400
*Meal Card	1,100	13,200
Professional Enrichment Allowance	14,300	171,600
*Training Allowance	2,500	30,000
*Travel/Infrastructure Allowance	500	6,000
Executive Allowance	10,212	122,542
*Contribution to NPS	1,500	18,000
*Company Contribution to Provident Fund	1,800	21,600
*Contribution to Gratuity	722	8,658
*Monthly Performance Incentive	3,000	36,000
Total Cost to Company (INR)	58,333	700,000

Important Notes:

- * The Meal Card amount will be deducted as per the option chose by the employee.
- *Eligibility for earning the Employer's contribution to Provident Fund is governed strictly as per the rules under The Employees 'Provident Fund & Miscellaneous Provisions Act, 1952
- ***Gratuity** will be applicable as per the Gratuity Act 1972.
- ***Training Allowance** will be tax free upon submission of valid proofs. It is provided to an employee for expense incurred on professional training related to their job profile which also includes expense made on the purchase of books and periodicals related to their job profile but excludes the Certification Reimbursement given by Employer.
- ***Travel/Infrastructure Allowance** – This allowance is fix in nature and either to be get utilized for commute to the office or in case of WFH, to set up the basic infrastructure for smooth functioning, such as but not limited to Power Back-up, Network, machines etc.
- ***Contribution to National Pension Scheme (NPS)** will be as per scheme and based upon the option chosen by associate.



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7. *The term "Monthly Performance Incentive" means Bonus or any other term as construed or mentioned in 'Payment of Bonus Act' and is the statutory bonus payout for the purpose.

8. **Additional Company Provided Benefits:**

(i) **Group Term Life Insurance (GTLI) Coverage:** You will be covered under the Companies Group Term Life Insurance. This provides Term Life Insurance to the employees. In case of unfortunate demise of the employee; the beneficiary or nominee will get a lump sum benefit equivalent to the employee's prevailing CTC.

(ii) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme. This covers any injuries resulting out of any domestic or in transit accidents causing death or Permanent Total / Partial* (*based upon Insurance Policy Terms) Disability. The family members of employee or Employee would get the amount up to the Sum Insured. Also covers Temporary Total Disability as per prevailing clauses of Insurance Policy.

(iii) **Group Medical Insurance:** You and your family members (Spouse and Children maximum up to 2 and below age of 25) will get covered under Companies Group Mediclaim Insurance Program for Sum Insured of Rs.5 Lacs

*Company holds the discretion to amend or withdraw the benefit provided under point 8

9. **Voluntary Parental Mediclaim Insurance:** Medical Insurance Premium will be deducted at actuals on pro-rata basis, as per the option chosen by the employee.





Qualys.

Continuous Security

June 29, 2022

Confidential

KAWATE ASHWINI DEORAM

Flat no. 702, B-5 Green Daisy, Green Fields, Pimpri,
Pune - 411018
Maharashtra, India

Dear, KAWATE ASHWINI DEORAM

On behalf of Qualys Security TechServices Private Limited (the "Company"), we are pleased to offer you the position of **Software Engineer**, reporting to **Anagha Gadgil, Senior Manager QA - Linux Cloud Agent**. This Agreement, if accepted, sets forth the terms of your **full time employment** with the Company. We consider it important for each of us to understand our mutual expectations regarding your employment with the Company. This Agreement when signed by you and an authorized Company representative will be a legally binding agreement. If there is anything you do not understand, please feel free to discuss this with us.

The purpose of this Agreement is to set out the terms of your employment with the Company as follows:

CONTRACT OF EMPLOYMENT

This contract of employment ("Agreement") is made and entered into between the Company with its registered office at 10th & 16th Floor, Panchshil Business Park, Tower B, Survey No. 20, Balewadi, Pune - 411045 and KAWATE ASHWINI, D an individual residing at the following address ("you"): **Flat no. 702, B-5 Green Daisy, Green Fields, Pimpri, Pune - 411018.**

1. Commencement, Probation and Term of Employment

- a) Your effective date of employment with the Company will be **July 01, 2022** or the date, upon which the appropriate governmental authorities have granted the necessary approvals, whichever is later (the "Commencement Date").
- b) Your employment will be subject to a **six (6) month probationary period** (the "Probationary Period") beginning on the Commencement Date. This Probationary Period shall, at the option of the Company, be extendable by such further time as the Company deems necessary to evaluate or improve your performance levels. During the Probationary Period your services are liable to be terminated at any time, without any notice or commission or assigning of any reasons thereof and at the sole discretion of the Company.

2. Terms and Scope of Employment

- a) You will be employed in the position of **Software Engineer** and will be expected to perform such duties as are normally associated with this position and such duties as are assigned to you from time to time. You will be expected, to the best of your ability, to devote your full business time and attention to your job duties. You will report to **Anagha Gadgil, Senior Manager QA - Linux Cloud Agent** or one of his/her designees.
- b) Your principal place of work will be **Qualys Security TechServices Pvt Ltd, 10th to 16th Floor, Tower B,**

Qualys Security TechServices Private Limited

Registered Office:
Qualys Security TechServices Pvt Ltd,
10th to 16th Floor, Tower B, Panchshil
Business Park, Survey No. 20, Balewadi,
Pune - 411045.
CIN: U72200PN2011PTC158114

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Panchshil Business Park, Survey No. 20, Balewadi, Pune – 411045. The Company at its discretion may transfer your location.

- c) Under the terms of this Agreement, and without the need to terminate the employment relationship or to enter into a new agreement, the Company is permitted to assign you additional tasks, to modify or remove your assigned duties, or to change the place of your employment without additional compensation to you.
- d) You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time. Specifically, you are required, as a condition of this offer of employment, to sign and comply with the Employee Proprietary Information and Inventions Agreement ("Proprietary Information Agreement") which is attached to this letter as Exhibit A.

3. Compensation

- a) As total consideration for the services rendered your aggregate compensation package "cost to company value (CTC)" will be **₹ 524,000 per annum** as specified in **Exhibit B** of this Agreement, payable according to local payroll practices, subject to any deduction including, without limitation, the usual deductions for tax and social security contribution provided by law. This salary includes compensation for all services rendered under this Agreement, including overtime, to the extent permitted by law.
- b) You will be eligible to participate in a **bonus** program earning up to **10%** of your **annual base salary, ₹ 500,000** depending on the Company's performance.
- c) Of course, the Company retains the discretion to modify compensation and benefits from time to time in its discretion.

4. Benefits

- a) You and your immediate family are eligible for coverage under the Company's Group Mediclaim Insurance Plan on a family floater basis. The effective date of coverage begins on your date of joining.
- b) You are eligible for coverage under the Company's Group Accident Plan.
- c) Upon the commencement of your employment, 12% of your Basic salary will be contributed by the Company towards the Provident Fund scheme. Equal contribution by you is mandatory as per the rules of the Provident Fund.

5. Vacation/Leave Entitlement and Paid Holidays

- a) You will be entitled to twenty (20) days of Privileged Leave to be used for vacation days. These leaves will be pro-rated according to the number of completed months of service in your first year of service. In addition, you are entitled to ten (10) days for National Holidays determined by the Company.
- b) Employees are generally encouraged to utilize all of the twenty (20) days of Privileged Leave in the calendar year. If, at any time, the total amount of unused leave reaches forty-five (45) days, then further accrual will stop.

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Accrual of leave will begin again only when you use your leave and the available balance falls below forty-five (45) days.

- c) As the Company develops additional employee entitlements for its India employees, it will communicate the terms of their availability to you.

6. Casual & Sick Leave

- a) You will be entitled to eight (8) days of casual & sick leave during the year. Employees will be credited with 2 (two) days of casual & sick leave at the beginning of every quarter.
- b) Unused casual & sick Leave will not carry over into the next calendar year.

7. Hours and Business Travel

The working hours under this Agreement will be forty (40) hours per week, Monday through Friday. The Company business day is generally from 9:00 A.M. to 6:00 P.M., inclusive of a lunch break. Notwithstanding, your duties may require you to engage in travel on behalf of the Company both within and outside India, and to work any additional hours or days required by the nature of the business of the Company. You expressly agree to accept such reasonable travel and hours of work without additional compensation.

8. Disability

- a) You will notify the Company immediately of every incapacitation from work and its probable duration. Upon request by the Company, you must give reasons for the incapacitation to the Company.
- b) In case of illness, you will provide a medical certificate of the incapacitation.

9. Termination of Employment Relationship

- 9.1 You may terminate your employment by giving the company **one month's written notice** of your intention to do so. You will be liable to pay the Company an amount equal to one month's salary in lieu of notice for failure to comply with the notice requirement contained in this clause.

Your employment may be terminated by the Company for Cause without notice or any payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or are guilty of any criminal offence involving moral turpitude or affecting the business or affairs of the Company or are guilty of negligence or misconduct in connection with or affecting the business or affairs of the Company. Termination of your employment under this clause shall be without prejudice to: (a) the Company's right to claim damages arising out of your act, breach, offence, negligence or misconduct; and (b) any other relief to which the Company may be entitled under contract, law or equity.

- 9.2 After the Probationary Period, and in the absence of any act, breach, offence, negligence or misconduct on your part, the Company shall be entitled to terminate the contract of employment, by giving you one month's written notice of its intention to do so.

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The Company may also terminate your employment with such shorter notice period that it deems necessary by paying you salary in lieu of notice. Without prejudice to the foregoing, upon receipt of notice of termination of this Agreement for any reason by either party, the Company shall have the right to permanently relieve you from the performance of any and all of your duties and privileges. At the end of the notice period, any outstanding annual leave shall be paid to you. On termination, the Company shall not have any further liability to you other than as specifically set out in this Clause 9.

The Company's decision as to the termination of your services or employment shall be final and legally binding on you.

10. No Conflict of Interest

- 10.1 You represent and warrant that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from fully performing your job responsibilities for the Company.
- 10.2 You agree that during your employment with the Company under this Agreement, including any renewals and novations hereof, you shall not be involved in or associated with as a proprietor, promoter, director, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to the Company's or which in any way otherwise competes with the Company.
- 10.3 You further agree that if you leave the employment of the Company in breach of the provisions of this Agreement, you shall not for one year after the cessation of employment be involved in or associated with as a proprietor, promoter, director, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to the Company's or which in any way otherwise competes with the Company.

11. Non-solicitation

You agree that during your employment with the Company and for one year thereafter you will not contact or provide any assistance to any other person or organization which seeks to contact any of the employees of the Company or any Qualys Inc.'s affiliates for the purpose of soliciting, inducing or attempting to induce any of the employees of the Company or any Qualys Inc.'s affiliates to terminate employment with their employer.

12. Arbitration

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved through arbitration by a sole arbitrator appointed by the Company ("Arbitrator"). You hereby expressly consent and waive all objections to the appointment of Arbitrator by the Company. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be Pune.

13. Severability

You agree that the provisions of this Agreement are severable, and if any provisions are found to be unenforceable in whole or in part, the remainder of the Agreement will remain valid and enforceable. You further

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agree to cooperate with the Company to amend any provisions of this Agreement that are held to be unenforceable, so as to render the entire understanding between you and the Company effective and enforceable. **Confidential**

14. Successors and Assigns

It is agreed that for the purpose of this Agreement, "Company" includes the Company signatory thereto, and any of its parent, subsidiaries, subdivisions and affiliates to the fullest extent permitted by law. The Company will have the right to assign this Agreement, and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and will not be assigned by you.

15. Notice under the Agreement

Any notices required to be given under this Agreement shall be in writing and shall be validly delivered if (a) sent by personal hand delivery, or (b) sent by mail to the address of the applicable party set forth on the first page of this Agreement.

16. Choice of Law

This Agreement is to be governed and construed by the laws of Maharashtra.

17. Other terms and conditions:

- 17.1 You are required to work in any shift as and when directed by the Company.
- 17.2 You will immediately inform the Administration Department of any change in your residential address.
- 17.3 During your employment, you shall be subject to the service regulations applicable from time to time to the establishment, where you are required to work. Your other service conditions shall be the same as for the employees of your category in the Organization.
- 17.4 During the period you are employed with us, you shall not undertake employment, part time work, consultancy or educational pursuits, without prior permission of the management in writing. You shall devote your whole time and attention to your duties with us.

While joining duty, you are required to submit four postal stamp size photographs, photo copies of the documents showing date of birth and copies of your testimonials, PAN Number, Form 16 under Income Tax Act and certificates along with the original in support of your qualifications and experience failing which, you will not be permitted to join duty.

18. Entire Agreement

This Agreement, any letter of appointment and any other document sent to the Employee and including the Proprietary Information and Inventions Agreement, is the entire agreement between you and the Company and it supersedes any other agreements or promises made to you by anyone. The Company and you agree that the foregoing accurately describes the relationship that you are willing to enter into with the Company and the

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Company and you agree this Agreement is fair and reasonable. This Agreement is contingent upon a satisfactory background and reference checks. Any false information provided may result in immediate termination of this Agreement with no further compensation to you.

This Agreement will remain valid until **June 30, 2022**. If this Agreement is not signed and returned by **June 30, 2022**, this Agreement will be considered null and void.

The Company and you acknowledge our acceptance and understanding of this Agreement by our respective signatures below.

ASHWINI your acceptance of our offer of employment represents a unique opportunity for us both to grow and succeed. We all want to thank you in advance for your faith in us, and for the commitment you have made to our common vision.

Finally, we all look forward to working and building Qualys Security TechServices Private Limited with you!

For and on behalf of

Qualys Security TechServices Private Limited

DocuSigned by:
Maitreyee Mitra Syal

Maitreyee Mitra Syal
Vice President, Human Resources, India and APAC

AGREED AND EXECUTED

KAWATE ASHWINI DEORAM

(Signature)

DocuSigned by:
8CE9EF3058A4EA...

2022-06-30

(Date)

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Exhibit A

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Qualys Security TechServices Private Limited Confidentiality and Inventions Assignment Agreement

Attachment enclosed.

Exhibit B			
Salary Heads	Per Month	Per Annum	Particulars
Fixed Components [A]			
Basic	16,667	200,000	40% of Base Salary
HRA	6,667	80,000	40% of Basic Salary
Other Allowance	14,167	170,000	Balance amount (Base Salary less remaining components)
Leave Travel Allowance (LTA) Exempt on production of valid supporting bills	4,167	50,000	Annual amount = 3 times of monthly Basic Salary or ₹1,20,000 whichever is less
Total Earnings Base Salary [A]	41,667	500,000	
Provident Fund Company's Contribution [B]	2,000	24,000	12% of Basic Salary
Total CTC [A] + [B]	43,667	524,000	

Notes:

1. Insurance coverage includes:
 - a. Group Medical insurance for self and dependents (spouse, dependent children and dependent parents)
 - b. Group Personal Accident insurance for self
 - c. Group Term Life insurance for self
2. Additionally, Gratuity shall apply as per the 'Gratuity Act of 1972'

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[Signature]
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TIAA Global Business Services (India) Private Limited

Registered office: 7th Floor, Winchester Building
Powai Business District, Powai,
Mumbai, Maharashtra – 4000076

CIN: U72901MH2016FTC279876

Phone: +91 22 62298000

Email: tiaagbs_info@in.tiaa.org

July 5, 2022

Desale Ketan Dilip

2, Swapna Shilp, Dhoka colony, opp Kalantre hospital
Jeevan Nagar, Chinchwadgaon, Pune city
Chinchwadgaon, Pune City Pune- 411033
Maharashtra
India

Dear, Desale Ketan Dilip

It is with great pleasure that we extend you a Contingent offer of employment, based provisionally upon your eligibility, qualification and Back Ground Verification parameters being met in a timely manner, at TIAA Global Business Services (India) Private Limited ("GBS") or ("the Company"), which is a subsidiary of Teachers Insurance and Annuity Association of America ("TIAA") incorporated in India. This offer is subject to the following terms and conditions:

1. Position and Probation

1.1 You will assume the responsibility of Trainee, Testing Analyst with a start date on or before July 25, 2022 as discussed with your Human Resource representative.




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1.2 You are assigned to work out of our Pune, India Location.

1.3 Your employment will be contingent upon the successful completion of a Three Hundred and Sixty five (365) days initial probationary period, which period shall commence from the date of your joining the Company. Notwithstanding anything stated in section 6.1 herein, during the probationary period your employment can be terminated by either you or GBS giving to the other thirty (30) days of notice in writing. If your performance is satisfactory to the Company during this probationary period, then notice of termination by either party shall be extended after the probationary period to the period of time specified in Section 6.1. The Company may also choose to extend such probationary period, in accordance with law.

1.4 The normal hours of work at GBS are forty-five (45) per week, Monday through Friday, and will be established for you by your manager. Subject to applicable laws, however, actual working hours, their timing and weekly holidays may vary with the duties and requirements of your position consistent with a 24 x 7 multi-shift work environment and other business needs as GBS may specify.

2. Duties and Responsibilities / Transfer

2.1 The duties and responsibilities required for the position offered to you are set forth in the job description provided to you before and/or during your interview with GBS. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.

2.2 The Company has a right to assign, transfer, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.

2.3 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without




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consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

2.4 Your provisional employment will, in addition to the terms and conditions of this offer of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those as may be provided in the Company's policies service rules, code of conduct, etc. The contingent nature of this offer of employment, shall be discharged and be set for regularization of your employment, when:

2.4.1 You pass all subjects required to be cleared in order for you to graduate your course

2.4.2 You have been given an all cleared Degree by your institution

2.4.3. Your Back ground verification is concluded successfully, by TIAA India or it's assigned third party

2.4.4. All the above activities are concluded within 6 months of your receipt of the provisional degree and final semester mark sheet

2.4.5. If you are not convicted of a crime or indicted in a criminal activity

2.5 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Company.

2.6 Your provisional employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and government orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your provisional employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.




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3. Compensation, Benefits & Reimbursements

3.1 Your annual fixed compensation will be ₹1,000,000.00 Indian Rupees (INR).; subject to deduction at source (tax withholding) as per applicable income tax and any other prevailing applicable regulation in force from time to time during your provisional employment with GBS. Please see Schedule B attached hereto for detailed break-down of the compensation structure.

3.2 You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time.

4. Code of Business Conduct; Protection of Confidential Information and Other Business Interests

4.1 The Company's corporate policies reflect its core values and leadership standards. The Code of Business Conduct for the Company (the "Code") embodies the guiding principles for its policies. As a condition of this offer of employment, you agree to fully comply with the Code. A copy of the Code of Business Conduct is enclosed with this letter. Please read it carefully in considering this offer. You shall also comply with all the other Company's policies, rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.

4.2 The Company expects you to treat seriously your confidentiality obligations under the Company's Code and be diligent in protecting the trust placed in the Company by its constituents to maintain the sensitivity and confidentiality of the Company's and/or TIAA's confidential information. Your obligations under this policy are serious matters. Accordingly, as a condition of employment with the Company, you must sign the "Confidentiality, Intellectual Property Assignment and Non-Solicitation Agreement" on or before your start date. A copy of the said agreement, the Code is attached.

5. Code of Ethics Policy - Personal Trading

5.1 In order to comply with applicable laws, the Company has developed personal trading policy & procedures for employees associated with various regulated entities within TIAA family. TIAA GBS, its affiliates and successors, employees and contractors, designated as "Covered Persons", are covered under the personal trading policy. TIAA GBS policy Statement on Personal Trading defines the "Covered Persons" and mandates such persons to safeguard




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the confidentiality of all such information which he/she obtained directly or indirectly during the course of performance of official duties. The policy requires Covered Persons to safeguard the confidentiality of all such information which he/she obtained directly/indirectly in the course of performing the official duties. The policy requires Covered Persons to complete the mandatory training and mandates the obtaining of pre- clearance approval of their trades before booking a trade in any stock exchange outside India.

5.2 For trades on the Indian Stock exchange(s) "Covered Persons" , are prohibited from making any trade in a Subsidiary/ Affiliate of the Corporation, which has shared Confidential information, of such nature that it may be construed as Insider Information to TIAA or TIAA family (including TIAA GBS), impacting the value of the securities of the Indian subsidiary. Pre clearance and approval shall be required before booking such trades (as maybe construed to be based on parent corporation Insider Information) in an Indian Stock Exchange (s).

6. Termination

6.1 Except as provided in Section 1 and Section 2.4.1, your provisional employment may be terminated at any time by either you or GBS giving to the other thirty (30) days of notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice.

6.2 Notwithstanding the provisions of Section 6.1 or anything else to the contrary, the Company may terminate your provisional employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons as determined by the Company in its sole discretion:

(a) fraudulent, dishonest or undisciplined conduct on your part, including dishonest or wrongful disclosure of your bio-data or information at the time of interview, appointment or during the course of employment;

(b) you are found to have willfully suppressed material information at the time of interview, appointment or during the course of employment;

(c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's property;

(d) your failure to comply with the directions given to you by your manager or any other authorised person;

(e) your insolvency or conviction for a criminal offence or you are found to be involved in any




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act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of the Company;

(f) your breach of the terms or conditions or the Company's policies including disciplinary and improvement policies as applicable from time to time, whether or not instituted post your acceptance of these terms of offer or other directions of the Company;

(g) you abetting a strike in contravention of any law for the time being in force;

(h) your unauthorised absence for a continuous period of seven (7) days from work (including due to unapproved overstay of leave/ training);

(i) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;

(j) any misconduct on your part, as provided under law and/or under the Company's policies.

(k) non-adherence to health and safety guidelines laid down by the Company for the safety and protection of its employees

(l) If you refuse to cooperate with any ongoing investigations, enquiries or fact findings

6.3 The Company may set off any amounts owing and payable by you to the Company at the date of termination against any amount then payable to you by the Company.

6.4 If your contingent employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment/unit/undertaking) and if you have been offered similar employment with the company succeeding to the Company upon such event on terms no less favorable to you than the terms in effect under this letter, then you shall have no legal or contractual claim against the Company by reason of the termination of the contingent employment.

7. Representations

7.1 You confirm that (a) you do not have any contractual, regulatory or other impediments that restrict your acceptance of this contingent offer of employment, (b) you understand and agree that it is a condition of this offer, including without limitation any compensation or other




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remuneration, that there are no constraints on your ability to accept this offer or fully perform the duties of the position offered and (c) you have disclosed in writing to the undersigned Company representative any employment-related contractual obligation you may have with any of your current or former employers which may be relevant to GBS or to any aspect of your provisional employment with Company.

7.2 You further confirm that, except with respect to your prior employment with any company owned by TIAA, (a) you have not delivered to GBS any confidential or proprietary information or trade secrets of your current or prior employers, (b) you will not disclose to GBS confidential or proprietary information or trade secrets of your current or prior employers; (c) your provisional employment by GBS will not breach any agreement by which you are bound relating to proprietary, confidential and trade secret information or non-solicitation of employees or clients; and (d) you have not otherwise taken any action in conjunction with this employment opportunity with the Company (including but not limited to your consideration of this contingent offer of employment and the anticipated start of your contingent employment with GBS) that may be in breach of any contractual obligation you may have with any of your current or former employers which may be relevant to the Company.

7.3 You acknowledge that GBS has not requested from you any confidential or proprietary information or trade secrets of your current or prior employers. Last, you confirm that no other representations or commitments outside this letter have been made (oral or written) concerning this provisional offer.

8. Other Terms

Please note the following additional terms when considering this provisional offer:

(a) Employment Screening: This offer is contingent upon satisfactory completion of an employment screening review with GBS. The organization reserves the right to conduct background checks, directly or indirectly at any time to verify such information and documents that you would provide in support of Indian Court Record Check, National Identity Check, Global Regulatory Compliance and Debarment Database Verification, Address Verification Check, Previous employment verification, Education Verification and other particulars. If any discrepancies are found in such information or documents or if the result of such background checks are found to be unsatisfactory, as determined by the organization, in its sole discretion, the organization may withdraw or cancel the offer.

However, if at any time post joining it is found that, the organization is not satisfied with the results of your background check or you have furnished false information or withheld or




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suppressed any material fact or information, the organization may terminate the contract of employment.

The Company may also review your political contributions, in which case you must disclose to GBS any political contributions made. Please carefully consider this if you are tendering your resignation with another employer.

(b) Work Authorization: Upon commencing provisional employment, you must also provide documentation establishing your identity and eligibility to work in India. Throughout your employment, you must remain lawfully authorized to work in India.

(c) Commissions: The Company's employees do not receive sales commissions as part of total compensation. Further, the Company's policy does not allow employees to maintain trailing commissions of any kind (e.g. health, life, long-term care and securities).

(d) Prerequisites: Where your role requires you to be licensed professionally in a manner designated by GBS, or to have completed specified education requirements, or to have obtained other employment-related credentials set by the Company, your offer will be contingent on you having met such employment requirement(s) prior to your start date or in accordance with Section 2.4.1.

(e) Payroll Taxes and Withholdings: All compensation described in this letter will be subject to applicable payroll taxes and withholdings.

(f) Sensitive Personal Data or Information: The Company may, in connection with your application for, offer and/or acceptance of provisional employment and also in regards to your ongoing provisional employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By submitting your application for provisional employment, you expressly, willingly and voluntarily agree to our collecting your SPDI and to our using it for employment purposes (including but not limited to obtaining background checks on your SPDI in consideration of your application and, as applicable, your ongoing employment). Furthermore, you expressly, willingly and voluntarily consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law (as determined by GBS); (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI, and you agree to the terms thereof. Without limiting the foregoing, if you accept this offer of provisional employment,




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you expressly, willingly and voluntarily agree to (a) the use of your personal images and voices in marketing material, videos, etc. of the Company or TIAA; and (b) treating any personal, GBS or TIAA data to which you have access in the course of your employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

(g) Indemnification: You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your provisional employment or negligent performance of your duties as expected from you while in employment of the Company.

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

(i) Governing Law: Your provisional employment with the Company shall be governed and construed in accordance with the laws of India.

(j) Jurisdiction: Any competent court in Mumbai shall have exclusive jurisdiction in case of any dispute. You hereby waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment is in effect for five (5) business days from the date of this letter.

For the avoidance of doubt, this letter does not give rise to any provisional employment relationship between you and any other TIAA entity besides GBS.

Please treat this letter and its contents (including the Schedules attached hereto) as strictly confidential and do not disclose the same to any person or entity (except to your spouse, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of GBS.

We look forward to you joining GBS.

Sincerely,




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Saurabh Yadav
Head -HR Operations

3. Benefits

The Company's benefits program is a key component of our total compensation package. We offer a very comprehensive program that provides innovative, flexible benefits to help employees protect their family, plan for the future and manage their personal and professional life. You will be eligible to participate in the benefit package upon satisfying eligibility conditions, including supplementary medical coverage, life and personal accident insurance.

GBS will provide statutory gratuity benefits (if applicable). GBS may, at its discretion, provide you with medical, personal and life insurance. Total compensation components may change from time to time depending on tax and other considerations. The Company and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Detailed Compensation Break-Up

TIAA GBS Corporate Level: Trainee

SALARY COMPONENTS

Basic

Monthly INR Amount: 33,333

Annual INR Amount: 400,000

House Rent Allowance

Monthly INR Amount: 16,667

Annual INR Amount: 200,000

Bouquet of Benefits~

Monthly INR Amount: 33,333




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Annual INR Amount: 400,000

ANNUAL FIXED COMPENSATION (A)

Monthly INR Amount: 83,333

Annual INR Amount: ₹1,000,000.00

RETIRALS BENEFITS

Employer's Contribution To Provident Fund

Monthly INR Amount: 4,000

Annual INR Amount: 48,000

TOTAL RETIRALS BENEFITS (B)

Monthly INR Amount: 4,000

Annual INR Amount: 48,000

TOTAL REMUNERATION (A + B)**

Monthly INR Amount: 87,333

Annual INR Amount: 1,048,000

** You are eligible for a discretionary variable pay above total remuneration which is paid basis individual and company performance. This includes, if applicable any obligatory payments towards payment of bonus act.

~ Bouquet of Benefits [BOB] is a list of components that employee can choose from as per their preference. See detailed guidelines on BOB policy.

Taxes and other statutory deductions/payments as per applicable law.

All salary components are governed by the company policy and statutory guidelines.

4. Leave




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During a full calendar year you are eligible for leave days (referred to by GBS as Paid Time Off ("PTO") days) based on an annual allotment of 25. This allotment of PTO days will be prorated based on your start date in the current year, consistent with GBS policy. For further details on leaves, please refer to the Company's policies in this respect.

5. Transportation

GBS will reimburse you for reasonable business-related transportation expenses incurred in connection with your employment, upon presentation of appropriate documentation, in accordance with the Company's expense reimbursement policies. You will be eligible to participate in the corporate travel policy as may be established by the Company for business travel as approved by your manager.




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TIAA Global Business Services (India) Private Limited

Registered office: OFF NO 10th
Floor, North and South
Tower, Godrej One Godrej Soap
Industrial Area, Vikhroli East Mumbai
Mumbai City MH 400079 IN

CIN: U72901MH2016FTC279876

Phone: +91 932 282 1364

Email: tgbsmailbox@ttaa.org

CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this "Agreement") is made and entered into as of the date set forth on the signature page below by and between the undersigned individual ("Employee") and TIAA Global Business Services India Private Ltd. ("TIAA") (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, "Company" or "the Company")). Employee and the Company are referred to collectively as "the parties" in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the "Effective Date").

In consideration of Employee's job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to protect the Company's legitimate business interests and




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assets. In reliance upon Employee's promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee's position of trust with the Company to cause irreparable damage to the Company's trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY'S CONFIDENTIAL INFORMATION IS PROHIBITED.

(a) **CONFIDENTIAL INFORMATION.** "Confidential Information" as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

(i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;




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(ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;

(iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;

(iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;

(v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and

(vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege. The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove




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that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

2. NOTICE AND NON-INTERFERENCE OBLIGATIONS: The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:




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- (i) "Business Relationship" refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;
- (ii) "Client" means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;
- (iii) "Material Contact" means (I) engaging in communications with the Client about the Client's actual or prospective business relationship with the Company; (II) supervising or coordinating the Client's business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee's association with the Company;
- (iv) "Referral Firm" means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;
- (v) "Solicit" means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;
- (vi) "Termination Date" is the date the Employee's employment relationship with Company ends regardless of which party ends the relationship or why; and,
- (vii) "Damages" refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.
- (b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee's employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company's designated Human Resources system for communicating resignation from employment) of the Employee's intention to resign and to end the Employee's employment (the "Notice Period"). During any Notice Period, the Employee will follow the Company's instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or




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involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee's job duties, to terminate the Employee's access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time. The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee's resignation and terminate the Employee's employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee's Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA's business needs or values.

(c) **RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.

(d) **RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS.** During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any




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Referral Firm.

(e) **RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS RELATIONSHIPS.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.

(f) **GEOGRAPHIC LIMITATIONS.** Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.

(g) **SPECIAL REMEDIES.** The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:

(i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

(ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or




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indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.

(iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

(a) **WORK PRODUCT DEFINED.** "Work Product" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).

(b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates




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to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and "works made for hire"; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee's entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee's employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company's expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company's right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee's employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product's creation; (ii) the Employee developed the Work Product entirely on the Employee's own time; (iii) the Work Product does not relate to the Company's business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee's burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY'S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.




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4. EMPLOYEE MUST RETURN ALL COMPANY PROPERTY. The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

5. COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION. A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS. The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next




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three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]

7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS. The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.

8. FORM OF PARTIES' SIGNATURES AUTHORIZED. The parties acknowledge that the form of signature provided below is binding upon them as follows:




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(a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.

(b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

9. SURVIVAL. This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

(a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.

(b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same




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subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

10. OTHER MISCELLANEOUS PROVISIONS. The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach.

The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW. EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

TIAA Global Business Services India Private Ltd.




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ACCEPTANCE

I, Ketan Dilip Desale, hereby accept the terms and conditions of this offer (including the terms and conditions of the Schedules attached herein) for employment with TIAA GLOBAL BUSINESS SERVICES (INDIA) PRIVATE LIMITED ("the Company") and agree to join on July 25, 2022 or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Further, as part of this offer acceptance, I agree to have understood my compensation structure (break up), including discretionary annual performance based variable pay, organizational hierarchy, scope and level of the role offered to me.

The attached contract is comprehensive and there are no other explicit or implied commitments or promises made to me by TIAA GBS or any of its affiliates or Partners.

I also acknowledge that I have received satisfactory clarifications to all my queries.

Sign1: {{Sig_es_:signer1:signature}}

Name: Ketan Dilip Desale




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GDC/IND/AL/2022

July 11, 2022

Khaire Prasad Balasaheb

Subject: Appointment Letter

Dear, Khaire Prasad Balasaheb

In reference to your application and the subsequent interview you had with us, we are pleased to appoint you in our organization as per the details mentioned in the **Annexure**;

SERVICE CONDITIONS

1. You will be on Training cum Probation for a period of twelve months, which may be extended by the management at its discretion. At the end of the probation period, your services with the company would be confirmed subject to your performance meeting the requisite standards of continued assessment over this period. Until issued a Confirmation letter you shall continue to be on probation. During the probation period either party may terminate this contract by giving 30 (thirty) days' notice in writing. However, the Management reserves the right to enforce the notice period at its sole discretion and upon confirmation notice period would be for 90 (ninety) days.
2. The Management reserves the right to transfer you in any capacity that may be determined by it to any other department, branch, establishment or unit of Kantar GDC India Pvt. Ltd. or any other subsidiary, associate company or establishment, whether existing or acquired later, of the same promoters or under the same management anywhere in India or abroad. You may also be seconded in any such capacity and for tenure that the Management may determine to any other Organization, Company, business or establishment of the promoters of the Company or with whom the Company has an agreement to provide professional services. In any such case, you will be governed by the terms, conditions, rules and regulations of service applicable at the new placement.
3. You are expected to attend Office during the scheduled working hours as per the rules of the Company. Absence for a continuous period of nine days without prior approval of your superior (including overstay of leave), can lead to your services being terminated without notice or explanation.
4. During Training/Probation period you will be required to attain 100% attendance towards your training and you will have restrictions on availing leaves. Should, your attendance for the entire training be below 90%, you may be required to repeat the training/assessment or your training cum probation period may be extended. Upon confirmation of your employment, you will be entitled to leaves as per the Leave policy of the company prevalent from time to time.

Human Resources

Employee's Signature




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5. Given the exceptional circumstances due to the pandemic, orientation and training will be done completely in a virtual mode. It is critical to ensure successful completion of the training and to enable this, you will be required to have a minimum bandwidth of 50 Mbps internet speed for the entire duration of the virtual training period.
6. You will retire from the services of the company on attaining the age of 60 (sixty) years.
7. Whilst employed by the company;
 - a. You are in whole time employment with the company and you will not be permitted to undertake any other employment or engage in any external activities of commercial nature without prior written approval of one of the Directors of the company.
 - b. You are required to effectively carry out all duties and responsibilities assigned to you by your superiors and others authorized by the company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your superior.
 - c. During the tenure of your service with the Company or thereafter, you will not divulge to any person nor make public nor use for any purpose except for discharge of your official duties, any information about the operations, plans, research, know-how, processes, administration or affairs of the Company or its associates whom you have an access to know during the course of your employment. All this information that comes to you during the course of employment with the company is deemed to be confidential.
 - d. During the course of employment if you conceive any new or advanced methods of improving processes, research, systems in relation to the operation of the Company, such development will be fully communicated to the Company and will be and remain sole right/property of the Company.
 - e. Upon termination of contract of employment (for whatever reason, voluntary or involuntary), Kantar Code of Conduct in accordance with the terms and conditions set out in policies shall survive the termination of contract and this Agreement. Our Code of Conduct entails the exercise of responsible and compliant social media conduct and account ownership. For the avoidance of doubt, you will undertake against posting defamatory, derogatory, or inflammatory content with respect to the Company or any of its employees during and after employment.
 - f. You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all company policies and procedures. Any intentional violation of these or any other company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.
 - g. You will keep the company informed about change in your present/ local address for any reason or civil status.
 - h. You will not enter into any related party transactions which are directly in conflict of interest of the company. Any such transaction has to be reported to the Senior Management immediately.



Human Resources

Employee's Signature



8. Upon separation from the company on account of either resignation or termination, you need to immediately return to the company all the assets and property (including any leased property) of the company including documents, files, books, papers, Car and memos in your possession or custody. You will also return any letter of authority or power of attorney issued to you.
9. In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses, notice period reimbursement and joining bonus, if any that may have been paid or reimbursed to you by the Company.

The Company shall conduct Background verification and reference check as per Company policy. In the event the results of the checks are unsatisfactory on any account, the Company may, in its sole discretion cancel this appointment.

For all other matters not covered in this letter you will be governed by the policies & systems of the company as applicable to you from time to time.

The Management reserves the right to modify this letter in the mutual interest of both you, the employee and the business and in such a case, you will be informed in writing of the same.

Please sign on each page in acceptance of the terms and conditions set out therein and return a copy of this letter.

We welcome you to **Kantar GDC India (Private) Limited** and hope that we will have a successful and happy association.



Human Resources

Employee's Signature

ACKNOWLEDGEMENT

I, the undersigned, acknowledge and understand the terms and conditions contained in this agreement, and I was given a copy of the intended agreement and given a reasonable opportunity to seek independent advice before I entered into it. I was not induced to enter into this agreement by any oppressive means, undue influence or duress by the Company.

Name:

Name of witness:

Signature:

Signature of witness:

Date:

Date:



Gross Annual CTC

Annexure 1			
COMPENSATION DETAILS			
NAME	Khaire Prasad Balasaheba		
SKALE	40		
GRADE	B1		
DOJ	July 11, 2022		
OPERATING COMPANY	Kantar's GDC - Pune		
UNIT	DP & Scripting		
DESIGNATION	Programmer		
LOCATION	Pune		
S.No	Components	Approx. Max	
1	FIXED COMPONENTS	MONTHLY (Rs.)	ANNUAL (Rs.)
a)	Basic Pay	15000	180000
b)	House Rent Allowance	7500	90000
c)	Special Allowance	8312	99742
	SUB TOTAL	30812	369742
2	FLEXIBLE COMPONENT*		
3	RETIRALS_(Employer Part)		
a)	Provident Fund	1800	21600
b)	Provision for Gratuity	722	8658
	SUB TOTAL	2522	30258
4	COST TO COMPANY	33333	400000

*Flexible component is part of Special Allowance and not over and above CTC. Kindly Check Annexure 2 for details of your flexible components.

**In addition, you will also be eligible for Group Medclaim, Personal Accident Insurance Cover and Group Term Life cover as per company policy.

***As per company policy, if you wish to leave the organization within one year of joining, you would need to refund already paid relocation allowance.

**** In addition, you will also be signing a bond for a period of 24 months for an amount of INR100000.00

For Kantar GDC India (P) Limited



Debangshu Sengupta
Talent Acquisition Leader | South Asia

Employee's Signature
(As Acceptance)

Date: _____

Kantar GDC India Private Limited (Formerly TNS India Private Limited)
Regd. Off. 7th Floor, Orion Block, The V. Ascendas IT Park, Plot No. 17, Software Units Layout, Madhapur, Hyderabad-500081, India. CIN: U74140TG1992PTC013677



* Kindly Check Annexure 2 for details of your flexible components.
You can give your preferences for the same on date of joining.

Note: The amount mentioned in Annexure 2 are the maximum eligibility as per the scale level. The total of this flexible component should remain within the special allowance.

Annexure 2			
2	Flexible Component	Details	Maximum (Annual)
a)	Children Education Allowance	100 per school going child, per month. Maximum of 200 per month.	2400
b)	Telephone & Internet	Fixed monthly sum, scales with scale.	48000
c)	Books & Periodicals	Fixed monthly sum, opted in multiples 500 per month.	18000
d)	Gift Voucher	Fixed amount gift voucher, given annually	5000
e)	Research Education	Capped Amount to be claimed with verified bills.	100000
f)	Meal Voucher	Can take Rs. 1100 or 2200 or 3300 per month.	39600
g)	Leave travel allowance	Capped Amount to be claimed with verified bills, scales with CTC.	15000




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July 15, 2022

Mr. Khamkar Vikas Vasant
291, Shlvaji Nagar
Salunkhe Chowk, Jalgaon

Email id: vikaskhamkar90@gmail.com

Dear Khamkar Vikas Vasant

We are pleased to offer you the position of **Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company") effective **July 9, 2022** or at such time as may be agreed to between the Company and you.

Your annual remuneration on a cost-to-company basis will be of **Rs. 8,50,000 (Eight Lakh and Fifty Thousand)**. Details of your compensation package are in Annexure 1 of this letter.

Your appointment will be governed by the following terms and conditions:

1. Your employment is contingent to a successful background/reference check that the Company may conduct at its discretion.
2. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
3. Your initial workplace will be **Mumbai**. You will be liable to transfer in such capacity as the Company from time to time determine to any other location, department, establishment or client of the Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
4. You will be required to work 8 hours a day, excluding lunch and tea breaks. All Saturdays & Sundays in a month will be off. Weekly offs will be governed by the roster and as applicable and as per Company policies and regulations from time to time.
5. You will be entitled to 24 working days leave per annum, provided you have successfully completed your probation with the Company, subject to prior approval of the Company. All matters relating to leave, including accumulations, shall be as per the leave policy formulated by the Company.
6. You may be required to undertake intercity travel on Company work and you will be reimbursed travel Expenses for this as per Company rules.
7. It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
8. During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business.
9. Your performance will be evaluated periodically by your supervisors. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of **July 2023**.
10. This employment is an 'at will' employment. Which means that, notwithstanding any other provision of the terms and conditions as detailed herein, depending on the reason for termination or the absence of any cause or reason, the Company reserves the right to terminate your appointment without notice or at a notice period as determined by the Company and without any payment in lieu of the notice period. This contract of employment is terminable by you giving two (2) months' notice period for no cause. During the period of your probation, however, the Company may terminate the contract by giving one week's notice period or immediately.
11. Your employment is contingent to a successful background/reference check that the Company may conduct at its discretion. For conducting background/reference check by the Company, all the documents (listed in the annexure) must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining. Such uploading must be completed, by you, within one day from your date of joining specified above. In the event you fail to do so, the Company shall, at its sole discretion:
 - (a) withdraw this offer/employment letter; or
 - (b) terminate your services without liability
12. The Company can forthwith terminate your employment without notice or any payment in lieu thereof on grounds of:
 - a. any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect, misleading or false, and/or
 - b. if you have suppressed material information regarding your qualifications and experience
 - c. Breach of Company policy/ies or misconduct by you either with fellow employees/clients/customers, etc.
 - d. Your performance is found to be unsatisfactory
13. You confirm that there is no litigation/conviction/case/suit against you before any court of law or any regulatory or statutory authority which involves any criminal offence or offence Involving moral turpitude or any civil matter or domestic matter.
14. You will be required to maintain high standards of personal conduct and integrity and keep yourself informed and compliant about Company policies.

15. In case you absent yourself for a continuous period of 8 days without information and or prior approval of your supervisor, the Company can forthwith terminate your services without notice or any liability towards any payments or dues owing or owed to you. The Company also reserves to take any action it deems fit due to such absence by you, including informing your new employer, if any, or addressing the issue publicly through any medium.
16. During the term of your employment and for a period of 2 (two) years after your employment, you shall not, either directly or indirectly solicit or entice away or endeavor to solicit or to entice away or assist any other employee, consultant, customer, service provider, etc., away from the Company or engage in any activity which is competitive to the business of the Company.
17. During your association with the Company information in various forms will be shared with you, some of this information will be of a classified nature. You will be expected to protect any such information. You shall not during your said employment or at any time thereafter divulge or disclose to any person whomsoever or make any use whatsoever for your own purpose or for any purpose other than that of the Company any information or material pertaining to the Company either directly or indirectly. All inventions, improvements and discoveries made by you (either alone or jointly with another person(s)) during your association with the Company will become the property of the Company. As a condition of your employment, you will be required to sign the Company's standard form of Employee Confidentiality, Non-Disclosure and Intellectual Property Assignment Agreement attached as *Exhibit 1* to this Agreement at the time of your joining. The Company retains sole ownership of any and all the intellectual property rights relating to copyrights or any other rights created pursuant to your employment with the Company and concerning work undertaken while in the employment of the Company.
18. As discussed with you, we understand that you have a few disclosures to be made to the Company in line with the Company's policies. The true, accurate and complete list of disclosures is as specified in *Exhibit 1* to this Agreement. You expressly confirm and agree that with respect to the disclosure made by you in *Exhibit 1*, the subject matter of disclosure will not in any manner hinder, hamper, adversely affect or cause any kind of nuisance or disturbance to the Company and its employees. Neither will such subject matter of disclosure adversely impact or affect your performance as an employee of the Company. In this regard, you expressly agree, acknowledge and undertake to indemnify the Company, its officers, employees and Directors against any and all suits, claims, orders, proceedings, etc., which may be brought against them or due to which they face any kind of consequence/s either directly or indirectly.
20. At the time of retirement/termination/resignation you will immediately hand over to the Company all correspondence, documentation, data, software, materials, business cards, pen drives, mobile phones, laptops, ipad's etc. belonging to the Company, its clients or relating to its business and shall not make or retain any copies of these items.
21. Your salary review, medical benefits and assistance, leave and holidays, hours of work, the other various employee benefits you are entitled to, etc., shall be in accordance with relevant policies formulated by the Company and contained in the Manual of Policies, a copy of which will be furnished to you at the time of your joining the Company.
22. Retention bonus, if any, that is payable will be notified to you and become due only upon completion of the term related with such retention bonus and as detailed in the policy framed by the Company in this regard. Variable pay, if any, by whatever name it is called, including but not limited to performance bonus, that is part of the compensation structure shall not be payable, either in part or in full, in case the employee submits a resignation of employment. This is applicable irrespective of whether such variable pay would have otherwise become due on or before the last working day.
23. During your association with the Company, you are expected to respect and adhere the Company values and beliefs and protocol. It is important for us that every person who works with the Company understands what we value in our work, our people, and our interactions with the outside world. The expected behavior, conduct with colleagues and fellow employees and customers, vendors, etc., are more fully detailed in the policies.
24. This agreement cannot be assigned to any third party by the employee.
25. This Agreement will be governed by the laws of India. All disputes arising pursuant to this Agreement will be resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be Mumbai and shall be conducted in English language. The Parties submit themselves to the exclusive jurisdiction of the Courts of Mumbai.




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Quantiphi- Career Development Program (Q-CDP):

- The Quantiphi Career Development Program is designed to provide you with learning opportunities which are both challenging and rewarding
- With the aim to have a meritocracy driven culture and reward you based on your performance this program helps in defining the career path for the next three years in the organization
- During your tenure with us, you will be subjected to continuous performance evaluation
- This program also gives you a projected view on your compensation structure with us for the next 3 years
- Your annual performance rating will define your percentage of appraisal on the fixed and QCDP bonus

The QCDP earning potential:

Rating	% increment on Fixed component	QCDP Bonus
Always Target	10%	2,00,000
Mostly Outstanding	20%	2,50,000
Always Outstanding	30%	3,50,000

Terms of this offer letter shall be kept strictly confidential.

Welcome to Quantiphi. We take this opportunity to wish you all the very best and look forward to your contribution in making Quantiphi a great organization.

Yours sincerely,
For Quantiphi Analytics Solutions Private Limited,

Vivek Khemani
Director

Please indicate your acceptance of the terms by signing and returning the duplicate copy.

Name Khamkar Vikas Vasant

Date 16/07/2022

Signature Rutwikog.

Documents to be submitted on joining:

- a) Your duly accepted resignation letter/relieving letter from previous employment
- b) Previous experience certificates.
- c) Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and post-graduation).
- d) Last 3 months' pay slip
- e) Proof of date of birth.
- f) Proof of current address
- g) PAN Card
- h) Copy of latest valid passport
- i) Latest Passport size photograph
- j) Banking details for online salary deposit



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Compensation Structure

Annual Remuneration	Amount (Rs.)
Fixed CTC	650,000
QCDP Bonus	200,000
Total Cost to Company (CTC)	850,000

Indicative Break-up of the remuneration:			
Fixed Components :		Amount (Rs.)	
		Annual	Monthly
I.	Basic	325,000	27,083
II.	HRA	162,504	13,542
III.	Conveyance Allowance	19,200	1,600
IV.	Medical Allowance	15,000	1,250
V.	Leave Travel Allowance	27,072	2,256
VI.	Special Pay	101,224	8,435
A.	Gross Salary	650,000	54,167

Deductions :			
I.	Employer's Contribution to PF	21,600	1,800
II.	Employer's Contribution to Gratuity	15,636	1,303
III.	Professional Tax	2,500	200
B.	Total Deductions	39,636	3,303
C.	Net Salary (A - B)	610,364	50,864

Indicative calculation of the monthly take-home remuneration:	
(this calculation is pre-tax)	
Net Salary(C)	50,864
Deductions	
- Employee's Contribution to ESIC	-
- Employee's Contribution to PF	1,800
D. Total Monthly Salary	49,064



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December 10, 2021

Mahala Sharad Kisan

Sonigara Township, H1 Wing,
Flat-202, Keshavnagar,
Chinchwad,
Pune- 411033

Subject: Offer of Employment

Dear Mahala Sharad Kisan,

We are pleased to offer you the position of **Associate QA Analyst** on a full time basis, with PTC Software India Private Limited.

Your date of joining will be **July 01, 2022**. Please confirm your acceptance on or before December 13, 2021, post which the terms of this offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the company in writing.

Salary

Your gross annual salary will be **INR 8,00,000** which shall be inclusive of the applicable statutory benefits, and allowances, if any. Any additional benefits shall be provided in accordance with PTC India policies. Taxes shall be deducted at source in accordance with the Income Tax Act in force. Your salary shall be paid on a monthly basis in arrears. The salary breakup or detailed salary structure is provided with this offer letter as an Annexure B.

Obligations & Conduct

All terms and conditions of your employment, including the code of conduct, will be in accordance with the PTC, all other policies and procedures as mentioned on PTC's intranet / PTC HUB, and the Terms of Employment attached to this offer letter in Annexure A, which you will be required to execute with PTC before or at the time of joining.

This offer is contingent upon your full, complete and accurate disclosure to PTC of any and all arrangement or agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by PTC. Moreover, this offer and your employment with PTC is valid subject to completion of your graduation in this academic year. PTC also reserves the right to terminate your employment with immediate effect in the event of any misrepresentation, incorrect or inadequate disclosure or concealment of facts on your part.

Hours and Business Travel

The Company business hour is generally from 9:30 AM to 6 PM (5 days a week) subject to a lunch break of half an hour, However depending on business need, It may vary. Notwithstanding, your duties may require you to engage in travel on behalf of the Company, and to work any additional hours required by the nature of the business of the Company. You expressly agree to accept such reasonable travel and hours of work without additional compensation. Business travel and assignments outside of India will be notified to you in advance, but you agree that you will not refuse such travel and assignments without imperative reasons.

PTC Software (India) Pvt. Ltd.

Marisoft II, Kalyani Nagar, Pune - 411 014, INDIA | + 91.20.66053000 | ptc.com

CIN : U30007MH1993PTC074267




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ANNEXURE A – TERMS OF EMPLOYMENT

1. You hereby agree and undertake to perform various duties and responsibilities as may be required by PTC and devote the whole of your time and attention to the business of PTC, to the best of - your skills and abilities and to promote the interests and welfare of PTC.
2. You may be required to make visits and travel both within India and overseas, as may be necessary for the proper discharge of your duties.
3. Since you are in the full-time employment arrangement with PTC, while in the employment of PTC, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis or offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in Employee's own business, without the prior written consent of PTC. You shall comply with all directions given by PTC and faithfully observe all the rules, regulations, and arrangements applicable to you.
4. You agree and undertake to be bound by all the policies and procedures of PTC, as may be drafted, revised, amended and/or updated from time to time
5. You represent and warrant that you have not entered into any previous agreements or covenants which may be in conflict with this agreement, or which would preclude you from fully performing your job duties for PTC. You further agree not to disclose or otherwise make use of proprietary or confidential information belonging to other or any third party, which you acquired prior to your employment with PTC, and which you are under obligation to keep secret.
6. You shall comply with all applicable laws in relation to your employment with PTC. In addition, you shall also comply with foreign laws in relation to anti-bribery and anti-corrupt, including but not limited to the Foreign Corrupt Practices Act of the US and the UK Bribery Act. You agree during the term of your employment: To refrain from improperly using PTC funds or assets for "Political Contributions" or "Questionable Payments" and refuse all gifts from suppliers, customers, or government agents and avoid other unethical or illegal business activities.
7. All other terms and conditions of employment not detailed in this letter will be in accordance with minimum Indian statutory requirements.
8. You agree to keep secret and not disclose to parties outside PTC any confidential or proprietary information with respect to PTC's business of which you become aware, whether or not developed by you, except as required in your duties to PTC, nor will you make use of such information for your personal benefit or for the benefit of others or in any way detrimental to PTC. By way of illustration, but not limitation, proprietary information includes any information, not generally known, with PTC has expressly or implicitly protected from use by unauthorized persons or from unrestricted disclosure, such as, but not limited to trade secrets, inventions, discoveries, product designs, software documentation, technical product descriptions, methods, processes, data, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, sales quotas and employee, customer and supplier lists, as well as any evaluations, assessments, unique skills, knowledge or experience, or any other information related to employees, customers, or suppliers. You acknowledge and agree that these obligations of confidentiality shall In order to further protect PTC's confidential or proprietary information as outlined above as well as its good will, you agree that during the term of your employment with PTC and for one year after termination thereof for any reason, that you will not directly or indirectly solicit or cause others to solicit or hire PTC's employees for competitive employment anywhere within the country in which such employee is employed by PTC.
9. You acknowledge and agree that the intellectual property as well as any portion thereof you have developed shall be the sole property of PTC from date of creation thereof. You agree that the exclusive ownership of all content and/or part of intellectual property that is not protected under copyright laws and /or other intellectual property law and/or that is not patentable shall be automatically and irrevocably transferred to PTC from date of creation. The Employee hereby waives all moral rights in relation to the intellectual property.



10. You hereby irrevocably, absolutely and perpetually assign to PTC worldwide rights in respect of all of your right, title, and interest, including intellectual property rights, in respect of the intellectual property developed by you, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor do the rights transferred therein revert to you, even if PTC does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with PTC in perfecting the PTC's rights in any of its intellectual property. To the extent any assignment of intellectual property cannot be made to PTC or its designees, for any reason whatsoever, you hereby irrevocably, absolutely and perpetually agree to assign to PTC or its designees, all of the right, title and interest including intellectual property rights therein or any part thereof.

11. Termination:

You will promptly return to PTC upon termination of employment all documents and other materials developed for or otherwise belonging to PTC and all copies and materials shall remain the exclusive property of PTC.

- i) Termination by either party: Either party may terminate the Terms of Employment or employment with PTC upon written notice to the other party. The termination would be effective after one (1) month from the date of the receipt (by the other party) of such notice (hereinafter referred to as the "Notice Period"). Alternatively, the Company may terminate the Employee's employment with immediate effect, upon giving the Employee salary in lieu of notice or pro-rated salary for the balance Notice Period in case the Employee has been permitted to work during the Notice Period. In case the Employee has given a notice to resign or terminate Employee's employment or resign from services, the Employee is expected and required to diligently serve the entire notice period. However, in such a resignation situation, the Company may, at its sole discretion, without being obligated to do so, upon Employee's request allow Employee to leave service during the notice period only upon Employee making payment to the Company in the form of damages for breach, the amount equivalent to Employee's salary for the balance unexpired portion of the Notice Period.
- ii) Termination by PTC due to your misconduct: Notwithstanding anything mentioned in the Terms of Employment, PTC may terminate your employment under this Terms of Employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) due to your fraudulent, dishonest or undisciplined conduct, (ii) your breach of the integrity, or embezzlement, or misappropriation or misuse or causing damage to the PTC's property, (iii) insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your conviction for any offence involving moral turpitude, (v) breach of any terms of this Agreement or the PTC's policies or other documents or directions of PTC, (v) you going on or abetting a strike in contravention of any law for the time being in force, (vi) misconduct as provided under the labour laws / Acts or PTC policies.

12. Retirement: You will automatically retire from PTC on attaining the age of 60 (sixty) years. An extension may however, be given at the discretion of PTC.

13. You will hand over all papers, files, documents, - CD, USBs, software and all other documents owned by or belonging to PTC on or before your last day of employment with PTC. Only after PTC has taken over from you the above documents, your account of dues will be settled by PTC.

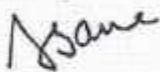
14. PTC shall have the right to transfer and assign this agreement and your employment to its subsidiary or to an alternative location in India. In the event your employment transfers to subsidiary of PTC, Inc. / PTC US, or from PTC location to another, such transfer shall not be deemed a termination of your employment for purposes of severance compensation, and you shall not be entitled to any severance compensation as a result of such transfer.

15. You hereby indemnify and always keep indemnified PTC against all damages or losses that may arise due to your willful breach of this contract or Terms of Employment, and any claim arising out of your prior employments. You shall be solely responsible for getting all your clearances/dues from your prior employments. It is upon you to defend any action of your previous employers for recovery of any dues.



16. Details of this offer are considered personal and confidential and should only be discussed with your prospective management, your attorney or tax advisor, your spouse or as may be required by law, statute or regulation.
17. Governing Law and Jurisdiction: This Terms of Employment shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Terms of Employment. The parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Bangalore, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
18. Data Privacy: The Company may, in connection with the Employee's employment, receive personal data relating to him or third parties associated with him (such as spouse or children). Such data may be received from the Employee, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for relevant and limited purposes. By signing this Agreement, the Employee expressly consents to the following:
- the processing of his personal data by the Company;
 - the collection and processing of sensitive personal data about him for limited purposes;
 - the transfer worldwide of personal data held about him by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of his personal images and voices in marketing material, videos, etc.; and
 - treating any personal data to which the Employee has access in the course of his employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to him.
19. Waiver: No waiver by PTC of any breach of this Terms of Employment shall be a waiver of any preceding or succeeding breach. No waiver by PTC of any right under this Terms of Employment shall be construed as a waiver of any other right. PTC shall not be required to give notice to enforce strict adherence to all terms of this Terms of Employment.

Sincerely,

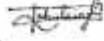


Akanksha Sane
Senior Director, India HR Delivery
PTC Software (India) Pvt. Ltd.

To indicate your acceptance of this offer and the terms and conditions of this letter, please sign in the space provided below and return one copy at your earliest convenience.

EMPLOYEE:

I have read and agreed to all the above Terms of Employment and I hereby accept the same.

Signature: _____  _____

Name: Mahala Sharad Kisan

Date: 11/12/2021

Marisoft II, Kalyani Nagar, Pune - 411 014. INDIA | + 91.20.66053000 | ptc.com




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ANNEXURE B - COMPENSATION DETAILS OF Mahala Sharad Kisan

Brief description of the compensation components:

Sl. No.	Particulars	Per Month (INR)	Per Annum (INR)
A.	Basic Salary	23,333	2,79,996
B.	Gratuity Contribution	972	11,666
	PF Contribution	2,800	33,600
C.	Flexible Component	39,561	4,74,738
D.	Total Base Salary		8,00,000

Incentive:

The Employee will be eligible to participate in the Incentive Plan (CIP). The annualized targeted incentive will be 5% of your total base salary based on performance against quarterly and annual performance measures.

The Employee understands that the Company reserves the right to change the Incentive Plan at any time as it deems fit. In addition, the Company reserves the right to terminate the Employee's participation in the Incentive Plan at any time with or without cause and with or without prior written notice.

- A. Basic Salary - A fully taxable component
- B. Retirement Benefits: Provident Fund and Gratuity are retirement benefits as mandated by the law.
- C. Flexible Component – Part of salary which you can customize to get maximum tax benefit.
You can choose between elements mentioned below accordance with the Income Tax rules.
 - 1. Leave Travel Assistance
 - 2. House Rent Allowance
 - 3. Children's Education Allowance
 - 4. Children's Hostel Allowance
 - 5. Reimbursement of Internet (broadband/data card) usage expenses
 - 6. Food Coupons




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ANNEXURE C - BENEFITS**Annual Leave & Insurance**

The employee shall be entitled to leave according to company rules, details of which are mentioned below and may be subject to amendment from time to time.

The employee will be entitled to 21 days of Privilege leave, 8 days of Casual leave and 4 days of Sick leave. Women employees will be entitled to Maternity leave as per the Maternity Benefit (Amendment) Act, 2017. Upon your joining please refer to the company intranet for additional details.

INSURANCE

The company offers a very generous insurance coverage to the employees and the contributions towards the same is borne entirely by the company.

- **Medi-Claim Policy**
 - ✓ Coverage: Self +3 dependents (2 dependent children/ spouse/ parents/parents-in-law)
- **Personal Accident Insurance Policy**
 - ✓ Coverage: Self
- **Group Term Life Insurance Scheme**
 - ✓ Coverage: Self





23-Apr-2022

Dear Makhare Rahul Manohar,
B.E.,Electrical Engg.
Brahma Valley College of Engineering and Research, Nashik

Candidate ID – 19817869

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst**.

You are entitled to an Annual Total Remuneration (ATR) of **INR 675,948/-**. This includes an annual target incentive of **INR 22,500/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (If offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (If offered to you):

Successful completion of Cognizant Internship (if offered to you), which is a pre-requisite skill and capability development program will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):



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a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

4. Training - Post Joining Cognizant:

Upon successful completion of Internship program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President – Human Resources

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

Signature:

Date:




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Compensation and Benefits

Name: Makhare Rahul Manohar

Designation: Programmer Analyst

Sl. No.	Description	Monthly	Yearly
1	Basic	18500	222,000
2	HRA*	11100	133,200
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2220	26,640
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	16959	203,508
	Annual Gross Compensation		633,948
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		656,448
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		675,948

Note: The Insurance amount may vary subject to market conditions from time to time.

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act



(Signature)
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- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

Employees State Insurance:

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

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

** **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

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

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




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Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of _____ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Makhare Rahul Manohar, 22, residing at _____ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly




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engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.



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c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

10. Representations and Warranties

By signing below,




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a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

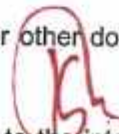
14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

15. Termination of Employment

- a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.
- b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:
- Misconduct, as provided in Misconduct and Disciplinary Action Policy
 - Non-adherence to Associate Deployment Pool Policy
 - Violation of Social Media Policy or Conflict of Interest Policy
 - Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
 - Insubordination or failure to comply with the directions given to you by persons so authorized
 - Insolvency or conviction for any offence involving moral turpitude
 - Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
 - Violation of non-disparagement obligations
 - Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.




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16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited

Makhare Rahul Manohar

Sign: _____
Name:

Sign: _____
Date:




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MANIYAR AKIB ANSAR
Nashik
5th Aug 2022

Dear, MANIYAR AKIB ANSAR

Welcome to Netcracker Technology Solutions (India) Private Limited. We are pleased to extend an offer as Junior Software Engineer and invite you to join us at Pune.

During your first year with us, you would undergo an extensive classroom and project training, along with on-the-job assignments. Upon successful completion of the training you would be assigned to a Business Practice at Netcracker Technology Solutions (India) Private Limited based on your skills and business requirements.

Following is the summary of our offer:

- This offer is subject to your executing the Training Reimbursement Agreement ("TRA"), vide which you agree to be in continuous employment with Netcracker Technology Solutions (India) Private Limited for a period of twenty four (24) months from the date of joining the company. If you choose to leave Netcracker Technology Solutions (India) Private Limited before the aforesaid stipulated time, or your employment is terminated for reasons laid down in the TRA, you agree to reimburse Netcracker Technology Solutions (India) Private Limited the training cost of Rs. 300,000/- (Rupees Three Lakhs). Taxes if applicable will be borne by you.
- The offer would be subject to satisfactory background verification and successful completion of ongoing course without any backlogs.
- Your Target Earnings would be INR. 800,000/-per annum, break up of which is outlined in the Appendix -A.
- Validity of the offer is conditional upon receipt of your acceptance on or before August 19, 2022.

Your tentative day of joining would be in fourth week of September'22. In the event of you not joining Netcracker Technology Solutions (India) Private Limited as scheduled, this offer would stand revoked.

With best wishes,

Srinivas Prabhu Sangam
Director, Human Resources



Signature



APPENDIX – A

MANIYAR AKIB ANSAR Salary Details

Gross Annual Salary

Particulars	Amount Per Month	Amount Per Annum
	In INR	In INR
Basic Salary	27,083	325,000
Housing Allowance	10,833	130,000
Leave Travel Allowance*	2,258	27,100
Provident Fund	3,250	39,000
Special Allowance	10,742	128,900
Total Fixed Pay	54,167	650,000
Variable Pay**		150,000
Target Earnings		800,000

Gratuity is applicable as per law

* LTA will be payable for the tenure during the financial year April-March. The first LTA can be claimed after completion of six continuous months of service.




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****VARIABLE PAY**

MANIYAR AKIB ANSAR
Nashik

5th Aug 2022


Dear, MANIYAR AKIB ANSAR

You will be entitled for an Annual Variable Pay hereafter referred to as "Variable Pay" of INR 150,000/- only, payment of which is subject to following clauses:

1. Variable Pay will be paid in biannual installments in the month of June & December of a calendar year along with your monthly salary.
2. You will be paid a prorated portion of biannual installment of Variable Pay for the half year in which your date of joining occurs.
3. Payment of Variable pay will be based on your overall achievement of mutually agreed performance criteria set forth therein, and as from time to time established by the Company in its discretion.
4. You must be an active employee in good standing, i.e., not serving notice period and or on loss of pay (LOP) for more than 15 days for the half year in which biannual installment of Variable Pay is disbursed. In this case you will be paid a prorated portion of biannual installment of Variable Pay at the time of payout.
5. You must not be in either disciplinary or performance improvement plan at the time of payout.
6. If you voluntarily resign or the Company terminates your employment in accordance with Clause 7 Termination of Employment of your Offer and Appointment Letter, or in the event of an unjustified termination of employment or a dismissal without notice on your part, Variable Pay will be forfeited with immediate effect.
7. The application and interpretation of, and any determinations related to the Variable Pay is at the sole discretion of Human Resources Director.

Look forward to welcoming you aboard.

Yours sincerely,
Netcracker Technology Solutions (India) Private Limited,
Acting by: Srinivas Prabhu Sangam
Title: Director, Human Resources

Signature: 

Note:

- Temporary accommodation for self will be provided up to 14days at work location with no further extension.
- You will be reimbursed one way Economy Airfare for self, reimbursement of which will be made post submission of ticket, along with boarding pass





Congratulations! | Hexaview

1 message

Sarabjeet Kaur <sarabjeet.v@hexaviewtech.com>

Thu, 30 Sept 2021 at 19:21

To: ambadasmatsaragr@gmail.com <ambadasmatsaragr@gmail.com>

Cc: Monica Dass <monica@hexaviewtech.com>, Abhishek Talwar <abhi@hexaviewtech.com>, Ankit Agarwal <ankit.agarwal@hexaviewtech.com>, Twinkle Bhoj <twinkle.bhoj@hexaviewtech.com>, Ashi Varshney <ashi.varshney@hexaviewtech.com>

Hi, Ambadahs Matsagar

We're delighted to inform you as well as congratulate you that you have been selected for the position of Associate Member of Technical Staff at Hexaview Technologies, Pune

We think that you'd be a good fit for this role and hope to see you work with great enthusiasm and dedication. You too will equally feel great to work with our company.

As you're well informed, Initially you would be a part of six months training and would be paid 20,000 INR stipend, post which you would be absorbed as a permanent employee (subject to meeting on-job performance criteria) and your package would be 7 LPA. There is a service level agreement of 24 months as well.

As discussed, your Date of Joining is October 4, 2021. On that note kindly find below list of documents that you need to share with us as part of our On-boarding Process.

1. All relevant educational certificates/degree/mark-sheets
2. DOB Proof
3. Address Proof
4. PAN Card
5. Aadhar Card
6. Passport size Photograph

Kindly revert on the same mail as a token of your acceptance with documents by Tomorrow 4 PM so that from thereon we'll continue your joining.

Excited to have you on-board!

Regards,



Sarabjeet Kaur

Sr. Executive - Human Resources

Hexaview Technologies, Inc

m: 9899677707

e: sarabjeet.v@hexaviewtech.com

www.hexaviewtech.com




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Emerson Export Engineering Centre
Emerson Tower, Matrix Complex,
Near College of Engineering Pune
Shivajinagar, Old Mumbai-Pune Highway
Pune - 411 005, India
Tel : +91 (20) 67047000, 67047001
Fax : +91 (20) 67047998, 67047999

17-Dec-21

Mishra Swapnil Ramakant
34/1, LIG colony, Sec-25,
Pradhikaran, Nigdi,
Pune-411044

Dear, Mishra Swapnil Ramakant

With reference to your application and the interview you had with us, we would be willing to appoint you as a "Graduate Engineer Trainee" for a One year period.

You will be required to take up the assignment with us latest by 15-Jun-22. The date of joining mentioned here is of indicative nature and can be preponed or postponed depending upon the business exigencies

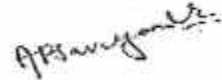
Your remuneration, inclusive of all benefits and targeted Performance Incentive works out to be Rs. 719,355/- per annum. Please refer the Annexure for the details. Company shall deduct TDS from this amount in accordance with applicable income tax rules. Your appointment is subject to you being declared fit in the Medical test post joining. Depending upon your performance, company will be willing to extend your services further and take you as a regular employee at the end of one-year period.

This offer letter is subject to your passing Semester VI, VII & VIII of BE (Computer Engineering) successfully and your clear intent to serve our organization on a long term basis as has been confirmed by you during above interview. You are also required to submit your mark sheet for Semester VI, VII & VIII upon declaration of results of respective semesters. We expect that you would make every effort to ensure academic excellence by way of securing atleast 1st class in the remaining 2 semesters.

A detailed letter shall be issued by us upon taking up the assignment.

This letter is being issued in duplicate and you are requested to please sign the 2nd copy as a token of your acceptance and returning back to us.

For Emerson Export Engineering Centre


Ajay Savargaonkar
Sr. Director-EEEC

Accepted:

I agree and confirm that I will comply with all the above rules and also confirm my long term association with the company for the period mentioned.


(Mishra Swapnil Ramakant)

Annexure

Emerson Export Engineering Centre – Pune (A Business Unit of Emerson Electric Co. (India) Pvt. Ltd. Regd. Office:
Delphi B Wing, 6th Floor, Orchard Avenue, Hiranandani Business Park, Powai, Mumbai- 400 076. India




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Emerson Export Engineering Centre
Emerson Tower, Matrix Complex,
Near College of Engineering Pune
Shivajinagar, Old Mumbai-Pune Highway
Pune - 411 005, India
Tel : +91 (20) 67047000, 67047001
Fax : +91 (20) 67047998, 67047999

Name		Designation & Grade		Date of Joining
Mishra Swapnil Ramakant		Graduate Engineering Trainee		1-Jun-2022
Detailed breakup of Cost To Company				
Sr. No	Salary Components	Amount/Annum	Amount/month	Remark
1	Basic	315,250.00	26,271.00	
2	HRA	126,100.00	10,508.00	
3	Conveyance	63,050.00	5,254.00	
4	LTA	26,271.00	2,189.00	Paid monthly. Tax exemption upon submission of Travel bills/ receipts
5	Medical Allowance	15,000.00	1,250.00	
6	Supplementary Allowance	57,041.00	4,753.00	
		Gross Salary	50,225.00	
7	Company's Contribution to PF	37,830.00	3,153.00	
8	Company's Contribution to Gratuity	9,458.00	788.00	
9	Fixed CTC	650,000.00		
10	Targeted Performance linked Variable Pay @ Performance factor 1	69,355.00		Subject to evaluation of performance. This is at centre point. This includes the statutory bonus if applicable
	Total CTC	719,355.00		

Other Benefits

Group Medclaim Insurance	3,00,000/- per family
Group Personal Accident Insurance	As per Insurance Schedule
Group Life Term Insurance	2 times of annual fixed CTC
Kit Allowance	15,000/- in case of travel for company's work

For Emerson Export Engineering Centre, Pune

Ajay Savargaonkar
Ajay Savargaonkar
Sr. Director-EEEC

Emerson Export Engineering Centre – Pune (A Business Unit of Emerson Electric Co. (India) Pvt. Ltd. Regd. Office: Delphi B Wing, 6th Floor, Orchard Avenue, Hiranandani Business Park, Powai, Mumbai- 400 076. India



[Signature]
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28-06-2022

MODAK SANKET RAJENDRA
Nashik

Dear, MODAK SANKET RAJENDRA

Appointment as Assoc Software Engineer

We are pleased to offer you the appointment as Assoc Software Engineer with Veritas Software Technologies (India) Private Limited.

This offer is subject to your acceptance of the following terms and conditions:

Designation: You will be appointed as Assoc Software Engineer or such other position determined by the Company from time to time (in which case the terms of this employment agreement (the "Agreement") will continue to apply to your new position). You will be initially be reporting to Sanjay Ingale, Sr Mgr, Development, or such other person or position, as determined by the Company from time to time.

Date of Commencement: This offer is contingent on your reporting to your manager on the Date of Commencement. As agree you will commence your employment with the Company on 11-07-2022. If you do not report to your manager on the Date of Commencement, the Company is entitled to treat this offer and any acceptance thereof as null and void.

This offer is contingent on: (i) you obtaining at least a CGPA of 5.5 from your university ("Results") and producing to us documentary evidence of the same, and (ii) you obtaining and maintaining at all times any required work permits/qualifications f you to lawfully work for the Company in India. If you do not achieve the Results, or if you do not have and maintain any such work permits/qualifications, this offer and any acceptance hereof is deemed null and void, your employment will be terminated immediately and you agree that you are not entitled to any notice, or payment of salary in lieu of notice.

Site of Employment: The normal place of work will be Pune. You may be required to work at any premises of the Company, a its affiliates, or at the premises of their customers, clients, suppliers or associates within India, or abroad, from time to time. You agree to work in accordance with the Company's scheduled time. You recognize that your duties may require you to engage in travel on behalf of the Company and that flexible hours must be maintained based upon the needs of the customers. You expressly agree to accept such reasonable travel and hours of work without additional compensation to the extent allowed unde local labor law.

Previous Employment: If you are employed, you are expected to join the Company only after your present employer formally relieves you. You are required to submit the relieving letter from your present employer to the Company. The Company will not be liable for any consequences arising out of any of your previous employments. You hereby agree that you are not subject to any terms or conditions (whether contractual or otherwise) which restrict or may restrict your ability to carry out your duties for tt Company or any Group Company.

Background Check: The offer of employment is subject to and contingent upon verification of the details provided by you and the Company's satisfaction with the results of any reference and background checks, which shall include without limitation –

Veritas Software Technologies India Pvt. Ltd.
Tower C - Panchshil Business Park, Survey No.20, Balewadi, Taluka Haveli, Pune- 411045, Maharashtra, India.
Tel. : 020- 66157001 Fax No. : 020- 02066157709, www.veritas.com




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interviewing past and current employers and verifying educational and professional and qualifications. For business requirements, you may also be required to undergo a criminal check. If you provide or cause someone else to provide any false or misleading information, or if the Company is not satisfied in its absolute discretion with the results of the reference/background checks, then this offer and any acceptance of it by you will be deemed to be null and void and of no effect. If you have commenced employment, your employment may be terminated immediately and without any payment of salary in lieu of notice. As part of our joining procedure, you will be required to provide details of criminal proceedings, if any have been initiated against you before joining the Company. If there are none, you will be required to provide a written declaration stating so.

Duties and Responsibilities: You shall perform the duties and responsibilities as set by the Company and that are consistent with your position within the Company. You must act in the best interests of the Company, serve it faithfully and diligently and comply with all legal requirements applicable to you and all lawful directions issued to you by the Company from time to time. You agree that you shall not at any time during the term of this Agreement, without the prior written consent of the Company, be engaged, employed, concerned or interested, directly or indirectly, in any other employment, business or occupation that may conflict with your duties to the Company.

Salary: You will receive an annual gross base salary of Indian Rupees ₹1,050,000.00 payable in monthly installments (Please review the attached Salary annexure sheet for the detailed breakup of the above mentioned compensation before the acknowledgement, which forms the part of this offer letter). Such salary shall be subject to all applicable withholding income tax requirements and other applicable deductions.

Annual Incentive Plan: Based on your position, you are eligible to participate in the Annual Incentive Plan (AIP), a discretionary incentive program that rewards the achievement of Veritas Technologies LLC's financial objectives. This plan may be amended, withdrawn or replaced without notice and at the Company's sole discretion, subject to applicable local law. Under the current program, you will be eligible for an annual bonus target of 7% of your annual salary/OTE. Your actual payment may be higher or lower depending on company performance and will be prorated based on your hire date in relation to the current fiscal year AIP plan. Details of the AIP plan will be made available to you once you begin your employment with Veritas. To receive the award, you must satisfy all eligibility requirements of the Program, which will be available to you after you begin your employment.

Annual Leave: You will receive annual leave in accordance with the Company's annual leave policy. The details of this policy may be found at HR VHelp.

Public Holiday: You shall be granted public holidays as listed for office employees by the local Government.

Suspension: The Company further reserves the right to suspend you with or without pay from employment during any period where the Company is investigating your alleged misconduct and/or any breach (including but not limited to any breach of the Policies as defined below or any other regulations) by you.

Termination: The Company shall, at its sole discretion, be entitled to suspend you without pay, demote you or terminate your employment immediately upon written notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations under this Agreement) and without any payment of salary in lieu of notice in any of the following cases, which are deemed "for cause":

- if you are dishonest or engaged in serious or persistent misconduct or, without reasonable cause, neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder, or breach the terms of this Agreement, or fail to observe the Company's disciplinary rules or any other regulations of the Company from time to time in force, or fail to perform your duties to the satisfaction of the Company;

Veritas Software Technologies India Pvt. Ltd.
Tower C - Panchshil Business Park, Survey No.20, Balewadi, Taluka Haveli, Pune- 411045, Maharashtra, India.
Tel. : 020- 86157001 Fax No. : 020- 02066157709, www.veritas.com




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- if you become bankrupt or have a receiving order made against you, or make any general composition with your creditors;
- if you commit any act that is in contravention of any laws of India and undergo police investigation therefor, without satisfactory explanation to the Company, or if you are present in Company's premises under the influence of alcohol and/or any other intoxicating substances; and/or
- if you are **absent** from work without the Company's consent for a continuous period of **three working days**, unless your absence is due to circumstances beyond your control or later is excused by medical certification valid for the period of absence

In the event that your employment with the Company is terminated for any other reason, the Company will provide 60 days' notice (or such greater amount of notice as may be required by law) or payment in lieu of notice. If you voluntarily terminate your employment with the Company, you must provide us with 60 days' written notice.

During any period of notice, you may be required by the Company, in its absolute discretion, not to contact its employees, customers or suppliers, not to attend at your place of work at any time and not to perform any duties for the Company or to perform only such duties, specific projects or tasks as are assigned to you expressly by the Company, for such period and at such place or places (including, without limitation, your home) as the Company deems appropriate, provided that you will be entitled to receive full pay and benefits (excluding any commission or bonus) during such period. For the avoidance of doubt, you will remain the Company's employee during any such period and may not carry out any work for any third party.

Effect of Termination: Upon termination of this Agreement pursuant to the section on Termination for cause set out in clause 12, you shall not be entitled to any compensation, severance pay, or indemnity whatsoever.

Policies of the Company: You are subject to the policies, procedures and rules of the Company ("**Policies**") as amended from time to time. For the avoidance of doubt, the Policies do not create contractually binding obligations on the Company, however, failure on your part to comply with the Policies may result in disciplinary action up to and including termination of your employment.

Restrictive Covenant: You will not for a period of six (6) months after the termination of your employment (without the previous consent in writing of the Company) and whether on your own account or for any other person, firm or company directly or indirectly in connection with any business similar to or in competition with the business of the Company solicit or endeavor to entice away from the Company any person, firm or company (a) who or which in the 12 months prior to the end of your employment shall have been a client or supplier of or in the habit of dealing with the Company and (b) with whom or which you had personal dealings in the course of your employment in the 12 months prior to the end of your employment.

You will not for a period of six (6) months after the termination of your employment (without the previous consent in writing of the Company), either alone or in association with others (i) solicit, or permit any organization directly or indirectly controlled by you to solicit, any employee of the Company to leave the Company, or (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by you to solicit for employment, hire or engage as an independent contractor, any person who was employed by the Company at the time of the termination or cessation of your employment with the Company; provided, that this clause (ii) shall not apply to any individual whose employment with the Company has been terminated for a period of twelve months or longer.

Data Privacy: You expressly consent to the processing (including collection, use, and local and international transmission to databases within the Company's Group or third-

party contractors storing such data on the Company's behalf) of your personal data. You may request and obtain access to your

Veritas Software Technologies India Pvt. Ltd.
Tower C - Panchshil Business Park, Survey No.20, Balewadi, Taluka Haveli, Pune- 411045, Maharashtra, India.
Tel. : 020- 66157001-Fax No. : 020- 02066157709, www.veritas.com




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own personal data (where collected) and correct or delete such data (where appropriate). The Company's data privacy authorization is set out in the Employee Privacy and Data Protection Notice.

Entire Agreement: This Agreement, along with the Confidentiality and Intellectual Property Agreement and the Employee Privacy and Data Protection Notice, constitutes the entire agreement between the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

Conditions: This Agreement shall be interpreted and given effect in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the courts of the state of Maharashtra with respect to the adjudication of any dispute arising hereunder. Nothing in this Agreement shall operate to exclude or limit any liability for fraud. If any term or provision of this Agreement should be held by a court of competent jurisdiction to be invalid or in any way unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired, and this Agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

Group or Group Company: For the purposes of this Agreement, the "Group" or "Group Company" means the Company, Veritas Technologies LLC ("Veritas"), any subsidiary of the Company or Veritas, any holding company of the Company or Veritas and any subsidiary of such a holding company. The expressions "subsidiary" and "holding company" shall have the meanings given to them by section 4 of the Companies Act 1956.

Employment with the Company is contingent upon verification of your personal and professional references. In addition, if you agree to the foregoing terms and conditions of your employment with the Company, please indicate your acceptance by signing the acknowledgment below.

This offer is valid for 5 business days from the date of this letter.

I look forward to working with you in the future. I am sure you will find the Company a challenging and rewarding place to be.

For,

Veritas Software Technologies (India) Private Limited



Leucadia Milly Sandeep
India HR Lead - (Business Partner & Talent Acquisition)

Veritas Software Technologies India Pvt. Ltd.
Tower C - Panchshil Business Park, Survey No.20, Balewadi, Taluka Haveli, Pune- 411045, Maharashtra, India.
Tel. : 020- 66157001 Fax No. : 020- 02066157709, www.veritas.com




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A black and white photograph showing a low-angle view of several modern skyscrapers with glass facades, reaching towards a cloudy sky. The perspective is from the ground looking up, creating a sense of height and architectural scale.

TOTAL REWARDS STATEMENT

Private and confidential

A handwritten signature in red ink, appearing to be "Bh".

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Date : April 29, 2022

Dear, Desale Mohini Anil

Email:mohinidesaleanil90@gmail.com

Congratulations! We are excited to have you onboard and appreciate all the conversations we have had during the course of the selection process. At Quantiphi, we firmly believe in recognizing and appreciating the efforts and contributions of our most important asset, our people. The Total Rewards Package is designed to ensure that as a part of the Q family, we are committed to contribute towards your overall growth, holistic development and co-care. We sincerely hope that it contributes to a great present and an even better future for you, your family and your long term association with Quantiphi.

This detailed statement has been created to give you an insight into your benefits as full time employees at Q and a complete understanding of your compensation package post internship.

Please refer to the page 3 of this document for your TRS w.e.f from **August 8, 2022** designated as **Intern - Chat Bot Engineer** at our **Mumbai** office.

Regards
Ritesh Patel
Co-founder

Your Total Rewards Packages (INR) - 850,000



Your Compensation

This represents your total compensation, which includes your fixed and variable pay



Health and Wellness

Initiatives taken by Q to promote health and wellness amongst its employees



Performance Rewards

Incentives linked to your performance and what they mean to you



Learning and Growing with Q

Programmes designed and conducted to promote upskilling, facilitating learning and aiding your career development and growth



Benefits at Q

Unique offerings beyond your compensation structure that you will have access to



Celebrating Life at Q

Q celebrates its employees and their contributions, recognising the need for rejuvenation and encourage independent thinking




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Virtuverse Program

As part of the onboarding process, you will be required to undergo an internship program. Details regarding the same are as follows:

1. Details:

- i. Our flagship internship programme 'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc. via a virtual platform at your ease and comfort
- ii. This program aims to be both challenging and rewarding, while keeping the current guidelines issued by the Ministry of Health

2. Internship Duration: The internship program is for a duration of **Four months**.

3. Performance Evaluation:

- i. During this internship period, your performance will be subject to continuous evaluation
- ii. Post completion of your internship period, your absorption in the company as a full time employee shall either be confirmed or if your performance is found unsatisfactory, the internship shall be terminated, both of which shall be done by written intimation to you and which will be at the sole discretion of the Company.

4. Compensation during internship:

- i. The remuneration of your internship during your tenure in the company on a cost-to-company basis shall be **Rs. 23,000 per month (Rupees Twenty Three Thousand per month)**
- ii. Over and above the monthly stipend, you shall also be entitled to a one time set up cost of Rs. 2000/- in order to enable you to be infrastructure ready for the virtual training
- iii. You will be eligible for internet reimbursement of Rs. 600/- per month for your internship period.

5. Notice Period during internship:

This Contract is terminable by either party giving one month notice period for no cause. During the period of internship the company can terminate the contract by giving one week notice. At its sole discretion, the Company may consider accepting payment in lieu of notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in notice period may also be considered at the Company's sole discretion.




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Total Rewards Package (Full Time Employee)

Particulars	Amount	Payable
Fixed Component	(INR) 650,000	Split Monthly (Refer to page 5)
QCDP	(INR) 200,000	Performance based payment in January 2024
TOTAL PACKAGE	(INR) 850,000	Annual

Clauses

- QCDP** - This payout is a way to recognise and reward exemplary performance of high performing and ambitious professionals. The Q-CDP component shall be paid out as per the Q-CDP policy guidelines and shall be refundable in case you decide to leave the organization as per the policy timelines
- Notice Period post Joining** - Your employment is contingent to a successful background/reference check that the Company may conduct at its discretion. For conducting background/reference check by the Company, all the documents listed at **Annexure** must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.

In the event you fail to do so, the Company shall, at its sole discretion;

- Withdraw this Offer Letter.
- Terminate your services without liability in case you have already joined the Company.

This employment is terminable by you after giving advance written notice as follows:

- 2 months if you choose to leave from the date of confirmation as full time employee

At its sole discretion, the Company may consider accepting payment in lieu of notice period not served by an employee. If an employee has any unutilized leaves, adjustment of the same against any shortfall in notice period may also be considered at the Company's sole discretion.

Authorized Signatory
Ritesh Patel
(Co-Founder)

Agreed and Accepted
Mohini Anil Desale




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Your Compensation.

Particulars	Ratio	Annual	Monthly	Details
Basic Salary	50% of Total CTC	(INR) 325,000	(INR) 27,083	
HRA	50% of Basic	(INR) 162,500	(INR) 13,542	Tax Saver (Upto 50% in metro and 40% in non metro)
LTA	15% of Basic	(INR) 48,750	(INR) 4,063	Tax Saver (Used twice in 4 year slab)
Vehicle Fuel Reimbursement	Fixed	(INR) 21,600	(INR) 1,800	Tax Saver (2/4 wheeler petrol expenses)
Food Coupon	Fixed	(INR) 26,400	(INR) 2,200	Tax Saver (Upto 2200 per month)
Special Allowances	Balancing amount	(INR) 65,750	(INR) 5,479	Balancing amount
Gross Salary (A)	Fixed	(INR) 650,000	(INR) 54,167	Annual Gross Salary
Employers Contribution to Provident Fund (i)	12% of 15k/Basic as chosen	(INR) 21,600	(INR) 1,800	Statutory
Gratuity (ii)	4.81% of Basic	(INR) 15,636	(INR) 1,303	Statutory
Total Employee Retirement Benefits (B)	Sum of (i) & (ii)	(INR) 37,236	(INR) 3,103	Statutory
Net Salary	(A) - (B)	(INR) 612,764	(INR) 51,064	Annual Net Salary
Employee's Contribution to PF (i)	12% of 15k/Basic as chosen	(INR) 21,600	(INR) 1,800	Statutory
Professional Tax (ii)	Fixed	(INR) 200		Professional Tax Deduction
Total Deductions (i) + (ii)	Calculated	(INR) 24,000	(INR) 2,000	Total Annual Deductions
Total Annual Payout (Indicative)	Net Salary - Total Deductions	(INR) 49,064		Annual Salary Payout

Your employment is **contingent to a successful background/reference check** that the Company may conduct at its discretion. In the event you fail to do so, the Company shall, at its sole discretion:

1. Withdraw this Offer Letter.
2. Terminate your services without liability in case you have already joined the Company.

For conducting background / reference check by the Company, all the documents listed at **Annexure** must be provided by you by uploading clear and legible copies of all the listed documents on the website of our background verification agency, the link of which will be shared with you on the day of joining or before. Such uploading must be completed by you within one day from your date of joining specified above.

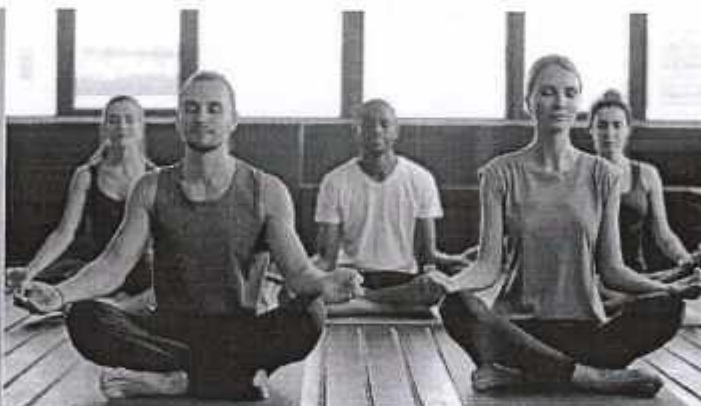
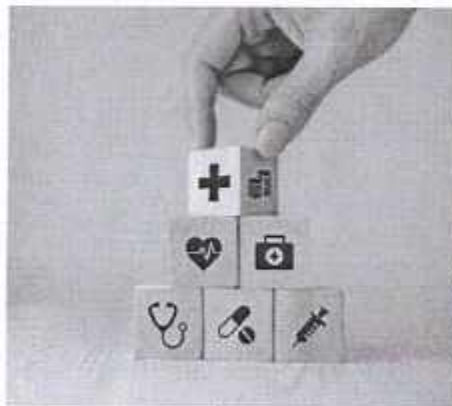



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Health and Wellness

Quantiphi provides and encourages employees to take care of their physical and mental health and wellness by providing them the following:

- Employee Wellness Assistance Program** - Easy and non judgemental access to counselling facilities available 24/7*365 days with our partners, Silver Oak. You will have access to a wide range of other services like crisis management services or a specially designed selection of proven programs to learn how to be completely present in the moment and remain calm under stress, relaxation techniques for improved sleep, focused concentration, etc through free access to their Tranquil App.
- Mediclaim Coverage & Accidental Coverage** - All employees at Q have access to a mediclaim policy for themselves, administered by Care Health. **We provide them a Mediclaim Policy of 5 lacs for employee, spouse and two children and a Group Accidental Policy of 7 lacs. Employee can add their dependent**
- Sabbatical** - Employees have the option to take personal time off for personal reasons, medical emergencies and also to pursue higher education. Some of the options are paid sabbatical to ensure financial support during the period of sabbatical.
- Zen Day** - Your team will be entitled to one "Meeting Free Day" every month. Employees will have the liberty to turn down any meetings that might be on your calendar for that particular day only, until and unless absolutely necessary (user discretion advised). You will be able to utilise the day to focus on closing tasks that need your undivided attention.
- Maternity Leave and Sabbatical** - Female employees can extend their Maternity Leave and avail 3 additional months of partially paid sabbatical leave to spend some more time in their new personal roles as Mothers
- Paternity Leave and Sabbatical** - Male employees are eligible for 14 days of paternity leave and will be able to extend with 1 month of paid sabbatical applicable in case of Child Care or Patient Care.



ersion 1.0

Strictly Confidential. Do not forward

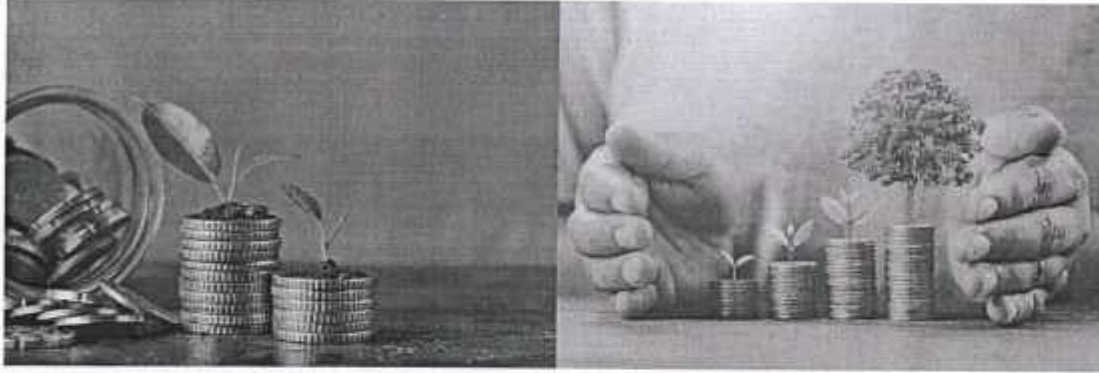
6




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Linked Incentives

Meritocracy is the driving force in Quantiphi, along with innovation and constant upskilling are core to our Values. Quantiphi always focuses on and never shies away from appreciating and rewarding outstanding employees and the work that they do. We have various mechanisms to thank our employees for the efforts they put in which helps Q grow and flourish.



- **Company or Sales Linked incentives** - With growth in the organisation, these options open up after a successful stint in your first appraisals to appreciate your contribution towards the organizations growth story!
- **Retention Bonus and Joining Bonus** - Q appreciates its employees contribution and provides wealth enhancement options for employees
- **Performance Linked Incentive** - Q rewards high performing employees through wealth enhancement options like PLI. All employees have an equal opportunity to earn upto 120% of the PLI
- **ESOPS:** Q appreciates loyalty and offers employees who complete 5, 7 & 10 years in the organization, a unique opportunity to be partners in our accelerated growth journey by offering them special Anniversary Linked Stock Options.
- **QCDP:** Q rewards high performing campus hires through wealth enhancement options like QCDP reward.



Learning and Growing with Q

True believers of the philosophy Learn, Earn and Leap, upskilling and learning is highly appreciated and valued at Quantiphi. Learning and having fun all the way is a collaborative partnership between Quantiphi and its members, and we ensure that our employees get ample opportunities as mentioned below, to grow professionally and personally.



- **Certification (GCP/AWS/Looker and More)** - Employees are encouraged to take up certification courses across skills and business verticals. Q sponsors an employees first attempts on any certification.
- **Q-Learn** - Cross-departmental learning is facilitated through Q-Learn which is a bi-monthly open learning session. These sessions are conducted by employees, for employees and help in spreading knowledge and awareness of technologies being used by various projects across the organisation
- **Quantiphi's Leadership Excellence Acceleration Program** - 6 month development program with vendor partner, Jombay to aid first time managers
- **Leadership Development Program** - 6 month development program for Senior Leaders with vendor partner CCL dedicated to create future Leaders
- **Sabbatical for Higher education** - At Q, employees willing to pursue higher education which is inline to Quantiphi business needs are encouraged to take sabbatical leave upto 2 years and interest free loan upto 30% of educational expenses.
- **International Travel Options** - With growing global footprint Quantiphi provides opportunities to its employees to relocate to various locations across the globe.
- **Skill based promotions (Quarterly)** - Q recognises and rewards talent and skill through skill-based promotions that take place every quarter.



Others Benefits at Q



Amping up the experience of being a part of the Q family and important representatives of our culture, we aim to provide our employees with a workplace which has employee friendly policies, innovation conducive work environment and encouraging opportunities for all our employees.

Benefits@Q pave the way for a healthy work-life balance and ensure personal as well as professional growth for our employees. Some of the benefits that our employees have access to are Corporate subscriptions of Ola and Uber facilities for official requirements, Leaves, Employee Loan/Salary Advance Option, Leave Sharing Option, etc

- **Leaves**

Earned Leave: 24 days day of annual leave that can be used by employees based on their used of which 10 days of mandatory vacation leave in a year ensures equal focus on employees wellbeing

Bereavement Leave: In the unfortunate event of the demise of an immediate family member (parents, spouse, sibling, children or parents-in-law), employees are provided 5 working days of paid leave

Parental Leave: Maternity, Paternity, Adoption Leaves which can be taken as per an employees eligibility

- **Financial Wellbeing** - Employee loan option upto 5 lacs available in cases of medical emergencies (extended to family which includes parents, spouse, siblings or children), employees' own marriage or in the case of a home loan
- **Leave Sharing Option** - In case of personal emergencies employees can share their leave with colleagues to support them during difficult times.



Benefits Continued & General Guidelines


We at Quantiphi derive great joy in celebrating the important days and achievements in the lives of our employees. A unique combination of rewards and recognition and birthday leaves help us to do the same. We strive to not only be an integral part of the professional career of our people, but also contribute to the happiness and wellbeing in their personal lives.

- **Birthday Leave** - Official Birthdays are considered as leaves
- **Reward and Recognition** - Quarterly and annual ceremony held to recognise and award employees who have outdone themselves in the specified time period. Our USP is the goodies and the rewards - from LinkedIn recommendation to monetary benefits - our thank you is to you and your family!
- **Flexi holiday calendar** - Every member of the Q family is entitled to two Floating holidays in a year. These 2 days can be chosen from the preexisting list of restricted holidays on ZOHO
- **Covid Care and Virtual Support** - From home healthcare packages, to vaccination drives, peer support groups, home delivery of office gadgets, gifts and sometimes food, internet payout and lot more - Quantiphi believes in building an eco-system that makes working virtually effective and fun!
- **Education Loan Repayment:** Employee loan repayment program (ELRP) is designed to support early/timely repayment of education loan availed by employees from any nationalized bank or financier to meet the expenses associated with their studies.

General Guidelines

1. Professional tax will be deducted monthly, per the prevailing applicable laws
2. Performance linked incentives, if any, shall be paid as per company policy
3. As per the Company appraisal policy, your yearly performance review and appraisal will be held in the month of **(July 2023)**
4. If your Salary is reviewed in less than 12 months, your bonuses (if any) might be paid at the time of such revision. Any such bonus payment shall be pro-rated to the period that you have spent in the company.
5. An employee can avail for the Tax exempting Paytm food wallet amount of Rs. 2,200 per month. This amount if opted would be adjusted with the Special Pay amount from the Fixed Components section
6. You will be further inducted on the performance system on the day of joining




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General Guidelines continued

7. Your monthly compensation is subject to deduction of income tax at source (TDS) as per income tax rates as applicable from time to time.
8. Gratuity shall be paid as per The Payment of Gratuity Act, 1972
9. Relocation Benefits:
 - a) This amount has no monthly reimbursement cap and is valid for one year from the time of employment
 - b) This will cover expenditure on self and family travel along with food expenses.
 - c) The disbursed amount of movement expenses shall remain refundable if the employee resigned within 24 months from his date of joining.

On the date of your joining, you may please bring along the following printed documents:

1. Your duly accepted resignation letter/relieving letter from the previous employment
2. Previous experience certificates.
3. Copies of certificates/ diplomas / degrees of educational qualifications. (Std. X, Std. XII, Graduation and post-graduation),
4. Last 3 months' pay slip
5. Proof of date of birth.
6. Proof of current address
7. PAN Card (3 copies)
8. Aadhar Card (3 copies)
9. Copy of latest valid passport
10. Latest Passport size photograph (3 copies)
11. Banking details for online salary deposit (bank name, branch name, account no., IFSC)




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A black and white photograph showing a low-angle view of several modern skyscrapers with glass facades, reaching towards a cloudy sky. The perspective is looking up, creating a sense of height and architectural scale.

THANK YOU

Private and Confidential



A handwritten signature in red ink, appearing to be "K. S. S.", enclosed in a red circle.

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✉ hr@celebaltech.com
enterprisesales@celebaltech.com
🌐 www.celebaltech.com
☎ 0141-4700559
📍 India: A-2 7th floor, UDB Corporate Tower,
JLN. Marg, Jaipur

STRICTLY CONFIDENTIAL

Date: 2-Nov-2021
Name: MOHITE BALI MADHUKAR
Location: To be provided at the time of Joining
Country: India

Subject: Letter of Intent ("LOI")

Dear, MOHITE BALI MADHUKAR

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

Proposed Confirmation Date as FTE:	1 st October, 2022
Designation:	Associate
Place of Posting:	(To be provided at the time of Joining)
CTC:	INR 5,00,000/- (Rupees Five Lakh Only/-)

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

The following are the key indicators to measure the performance:

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




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amrutapandule

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

Best Regards,

Tejal

Tejal Mangal
Sr. Executive
Human Resources

Acceptance:

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

amrutapandule

(Signature)

Name: MOHITE BALI MADHUKAR

Date: Nov 06 2021 23:03 IST

Annexure A

Date of Offer: 1st October 2022

Term Sheet:

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

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

Date: 2-Nov-2021

Name: MOHITE BALI MADHUKAR

Company: Celebal Technologies Private Limited

Position: Associate




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Compensation Scheme:

Element	(figures in Rs./Yr)
Basic	₹ 2,33,536
HRA	₹ 93,414
PF (12% of Basic-Employee)	₹ 21,600
Fixed/Other Allowance	₹ 96,922
Total Fixed Cash	₹ 4,45,472
PF (12% of Basic-Employer)	₹ 21,600
Total Fixed Compensation	₹ 4,67,072
Other Compensation Benefits	
Health Benefit (Medical)	₹ 2,928
Variable Pay	
Bonus (To be paid Quarterly)	₹ 30,000
Total Cost to Company per month	₹ 41,666
Total Cost to Company per year	₹ 5,00,000

Notes:

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

Sincerely,
For Celebal Technologies:

anrutapandule

Tejal

Tejal Mangal
Sr. Executive
Human Resources



Bh
PRINCIPAL
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H

HR Team <hr@rajasoftwarelabs.com>
to me, Amit, Prakash, Sagat, strawandale

DEAR, MORE KARTIK NANA

Thank you for your interest in joining Raja Software Labs (RSL). We are pleased to make you an offer of employment with RSL - please accept our heartfelt congratulations.

The salient Terms & Conditions of your appointment with RSL are as follows. You will be issued an Offer letter on the first day of joining.

Your Job title will be: **Software Engineer**

Your annual salary will be: **Rs. 6,00,000 per annum (Six Lacs Only)**. Please find attached a breakup of your salary.

You will be on probation for **6 (six) months** from your joining.

In addition to the salary, RSL provides a host of additional benefits at no cost to you (there are no deductions for these perks). Some of these include:

- Medical Insurance of 5 Lakhs for yourself, spouse, and 2 kids
- Personal Accident Insurance for Rupees 10 Lakhs
- Life Term Insurance for Rupees 15 Lakhs
- Daily catered lunch, snacks, tea/coffee, special Friday events
- Gratuity

You are requested to contact the **Human Resources Dept.** to complete the formalities on your joining day.

Your place of work will be: **Pune (Remote until the Pune office reopens)**

Date of Joining: **06th June 2022**

Reporting Time: **10:00 AM**

Please have scanned a copy of the following documents ready on the day of joining:

All educational/technical certificates beginning with 10th standard

Passport size photograph

PAN card - Mandatory

Latest C.V.

Passport, if available (photocopy of first 2 pages)

Address proof - Voter ID/Passport/Aadhaar Card - Mandatory

Please confirm the acceptance of this offer by replying back to this email by **06th Aug 2021**.

If we do not receive your acceptance on or before this date, this offer stands withdrawn automatically.

Please feel free to call/email me if you have any questions or concerns.

We look forward to working with you.

Thank you.




Brahma Valley
PRINCIPAL

January 26, 2022

Nawale Hanumant Sadu
Nashik
hanumant1989@gmail.com

Offer Letter

Dear, Nawale Hanumant Sadu

We are pleased to make you an offer of employment with us and this letter sets forth the terms of appointment.

- | | |
|----------------------------|--|
| 1. Designation | IT Trainee / Global Title – InP - IT Trainee |
| 2. Company | Fidelity Information Services India Private Ltd |
| 3. Place of Posting: | 2 nd & 3 rd Floor, Tower 3, Block Warp, SJR I Park, EPIP Zone
Whitefield Road, Bangalore – 560066 |
| 4. Date of Joining | 27 th June 2022 |
| 5. Compensation & Benefits | Annual Fixed Pay : Rs. 765000/-
Performance Pay : Rs. 57375/-
Total Compensation (TC): Rs. 822375/- |

Break up of above Compensation details are provided in Annexure I

- | | |
|-----------------------|--|
| 6. Background Checks: | Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer. |
| 7. Confidentiality: | You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company. |
| 8. Notice Period: | Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you 75 days Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving 75 days Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution. |
| 9. Probation Period: | You will be on probation initially for a period of 6 [six] months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation. |



10. **Cause for Termination Means:** A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

11. **Hours of Work:** Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, you may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The Annexure II needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely



Amol Gupta
People Leader - India and Philippines



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ANNEXURE I

Compensation and Benefits

Name: **Nawale Hanumant Sadu**

w.e.f.

27-Jun-22

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan [^]	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	63,750	765,000

Performance Bonus*		57,375
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TOTAL COMPENSATION (TC)		822,375
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ANNUAL BENEFITS

Benefit Particulars	Amount (PA)
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145

COST TO COMPANY (CTC)		864,922
------------------------------	--	----------------

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

[^] Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager




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ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Nawale Hanumant Sadu** confirm that I am voluntarily sharing my Personal Information with **Fidelity Information Services India Private Ltd** 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 and medical checks
- c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **Fidelity Information Services India Private Ltd**.

In this context, I also agree to the retention of such Personal Information by **Fidelity Information Services India Private Ltd** for any future reference/verification and authorize **Fidelity Information Services India Private Ltd** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **Fidelity Information Services India Private Ltd** and is capable of identifying me.

Name: **Nawale Hanumant Sadu**

Signature: _____

Date:




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29-Jan-2022

Pagare Priyanka Balu
B.E.Electrical Engg.
Brahma Valley College of Engineering & Research Institute, Nashik

Candidate ID – 19937989

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



Handwritten signature
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This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

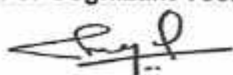
4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,
For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar
Vice President – Human Resources



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

Signature:

Date:

Compensation and Benefits

Name: Pagare Priyanka Balu

Designation: Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		401,988

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

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



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Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

Employees State Insurance:

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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

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

** **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**** Skill Bonus

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

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

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




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Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of _____ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

Pagare Priyanka Balu, 22, residing at _____ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or adverse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's

systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

10. Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



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c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations




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- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited

Pagare Priyanka Balu

Sign: _____
Name:

Sign: _____
Name:




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FLASH ELECTRONICS (I) PRIVATE LIMITED

A-4, MID C Chakan Industrial Area, Mahalunge, Chakan, Pune 410501.
☎ +91 2135 666000 | Fax +91 2135 666109

Ref: FEIPL / HR / APPT /1883

18th July 2022

To,
Jambhade Pallavi Chadrakant
Nashik, Maharashtra

Sub: Offer of Appointment.

Dear, Pallavi

With reference to your application and the subsequent interview you had with us, we are pleased to offer you the position of "Graduate Trainee Engineer" subject to your joining our organization on or before 20th July 2022.

You will be paid total emoluments as discussed.

At the time of joining, you are required to submit following documents:

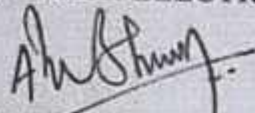
1. Academic Certificates for verification & one photocopy each thereof.
2. Birth Certificate for verification & one photocopy.
3. Experience Certificates from the previous employer/s.
4. Relieving letter from your present employer & the last Salary slip/Certificate.
5. 4 Nos. of Passport size photographs.
6. Cancelled Bank Cheque / Bank Details.
7. Fitness Certificate from Registered Medical Practitioner.
8. Photocopy of PAN card & Aadhar Card are mandatory.

Appointment letter containing detailed terms and conditions will be issued to you at the time of your joining.

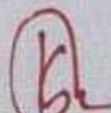
Please confirm your acceptance by signing the duplicate copy of this letter.

Thanking you,

Yours faithfully,
For FLASH ELECTRONICS (I) PVT. LTD.


18/VI
Ashish Tribhuwan
General Manager- HR & ADMN




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Brahma Valley College of Engg. & RI

FORWARD

IATF 16949:2016

BUREAU VERITAS
Certification



Regd. Off. :

202, Western Avenue, Sainik Farms, New Delhi - 110 062

✉ flashinfo@flashgroup.in | 🌐 www.flashgroup.in

CIN U74899DL1989PTC038169

PATIL KALPESH ARVINDBHAI 様

Letter of Appointment

We are pleased to offer you employment under the following terms and conditions.

Any working conditions not stipulated in this letter shall be governed by our employment rules and salary regulations.

1. Scheduled Hire Date (入社日)

April 1, 2023

2. Employment Status (雇用形態)

Full-time employee (probation period: 14 days from the hire date)

3. Term of Employment (契約期間)

Non-fixed

4. Department Assigned (所属)

Engineering Department Business Development Office

5. Estimated Annual Income (想定年収)

Approximately 3.07 million yen (excluding overtime and commuting allowances)

6. Monthly Income (月収)

<< Paid on the 15th of each month according to our salary regulations >>

Monthly: 204,400 yen

(Breakdown) Basic: 201,300 yen

Executive allowance: 0 yen

Housing allowance: 0 yen (limited to head of household)

Clothing/full attendance allowance: 3,100 yen

Family allowance: 0 yen (without dependents)

<<Commuting allowance>>

Paid according to the straight line distance from home to our company and the classification of the vehicle (mid-size vehicle, light motor vehicle etc.).

7. Bonus (賞与)

<<Number of months/amount (standard)>>

Results of the previous fiscal year

(Base salary) x 3.09 months 622,017 yen

The first bonus after joining the company is a lump-sum payment since it is outside the eligible period, and is approximately 94,000 yen if the number of months paid is 1.5 months in general.

The first bonus payment after joining our company will be in July.

<<Payment date/period>>

Paid on July 10

From October 1 to March 31

Paid on December 10

From April 1 to September 30




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8. Working Hours (就業時間)

<<Working hours>> 8:00 to 17:10 (8 hours of actual working hours)

<<Rest period>> 12:10 to 13:00 and 10 minutes each at 10:00 and 15:00

9. Holidays/Vacation (休日・休暇)

Every Saturdays and Sundays, paid vacation, long consecutive holidays during the year-end and New Year, GW, and Obon in summer (about 9 days each including Saturdays and Sundays), national holidays are workdays

10. Overtime Work etc. (所定外労働時間等)

Yes

11. Place of Employment (出社場所)

Report to work at General Affairs Department, Headquarter of Handa Heavy Industry Co., Ltd.

12. Others (その他)

Rent subsidy system is applicable (until your 28th birthday)

The date of employment will be determined after entering into the country.




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Tojo Vikas International (Pvt.) Ltd.

**Gat No. 208, Wadiwarhe, Tal. Igatpuri,
Nashik (MH) - 422403. Ph.:+91 8886393111**



ame : Vivek Ravindra Pachpande

**dd. : N43/ C-A1/30/7, Trimurti Chowk, 4th
scheme, CIDCO, Nashik -422 008**

mployee No : E113

Emergency contact : 7875970521

Blood Group : B+ve



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TOJO VIKAS GROUP

GSTIN: 27AAACT8396B1Z6

TPNODL

TP NORTHERN ODISHA DISTRIBUTION LIMITED
(A Tata Power & Odisha Government Joint Venture)



LARESH GORAKH SHEWALE

Emp. Code : 523300

A handwritten signature in black ink, appearing to read 'Laresh'.

Signature of Holder

A handwritten signature in black ink, appearing to be a stylized name.

Issuing Authority




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Employment Joining Letter

15 Nov 2022

Madhuri Sanap

Current Add: Swami Building, Jay Ambe chowk, Padmavati, Pune 411009 (prior- Mhalunge)
Perm. Add: At Kurudgaon, Post Kothure, Tal. Niphad, Dist. Nashik
Cell: +91 9665940983/ 9370062904 Email: madhursanap98@gmail.com
Offer Ref.: Siddhesh dtd. 30.oct.2022

Referring above, we confirm joining of yourself as below w.e.f. 16 Nov 2022

1. Designation: Coordinator – Sales & Marketing
2. Department: Sales
3. Reporting: to the Sales HOD
4. Remuneration: Rs. 18,000/- per month (std. deductions applicable)
5. Tenure: 6 month probation
The employee can resign by giving a 2-month prior written notice. Employer may terminate this agreement by giving a prior 30-day written notice.
6. Place of work: HO Pune
7. Nature of work: Primarily you will be responsible for back end sales support & business growth, tele marketing, tendering, quotations, payment followup, dispatch coordination, any other new role or responsibility according to need on work front in company's interest
8. Credentials: Required self-attested documents as below –

Sr. No.	Particulars of Documents	Format
1	Permanent Address Proof	Photo Copy
2	Current Address Proof	Photo Copy
3	Last month salary slip	Photo Copy
4	2 Photo Identity Proof (adhaar, passport)	Photo Copy
5	PAN card	Photo Copy
6	Passport Size Photographs	Three
7	Experience Certificates, relieving letters	Photo Copy
8	Recommendation letter from local authority/ MLA/ corporator / Police verification letter	Original

We look forward to your best performance contributing in the overall enhancement for the company in your region.

Wishing you all the best success.

For SANTOSH ENTERPRISES

SP Banale
16 Nov 22

Shivraj Gond (Manager HR & Admin) / *SP Banale* (CEO)



Signed as employee

MS
16/11/2022

Madhuri Sanap



NILESH APARTMENT, 268 SHANIWAR PETH
OPP. OMKARESHWAR TEMPLE, PUNE 411030 MAH. INDIA
MOB. +919371018981, 8180003534
EMAIL: banalegroup@gmail.com



MS
PRINCIPAL
Brahma Valley College of Engg. & IT

UNDERTAKING LETTER

Subject :- Undertaking For Company Owned Goods, Gadgets & Securities

Respected Sir,
Myself Madhuri Sanap
Current Address - Swami Building, Jay Ambe chowk, Padmavati, Pune 411009
Permanent Address - At Kurudgaon, Post Kothure, Tal. Niphad, Dist. Nashik
Email madhuri.sanap98@gmail.com Mob. No. 9665940983/ 9370062904
Working with M/s. Santosh Enterprises w.e.f - 16/11/2022
as Designation - Coordinator - Sales & Marketing dept - Sales

I hereby write to undertake the receipt & responsibility of the following listed company owned issued to me for the purpose of company's official work. I know & agree these are company owned & shall claim no right of any of their possession or ownership once i am out of employment or as & when the company authority want it back for any reason at their will & right. Till then I whole heartedly take the responsibility of the below listed & promise to use them & maintain properly only for official purpose, in the company interest. Any loss, misuse or damage shall be my responsibility & cost.

Sr. no.	Date w.e.f.	Description	Details
1	16.11.2022	keys	No
2	16.11.2022	gadgets - desktop	access to sales dept desktop
3	16.11.2022	gadgets - mobile hand set	self owned
4	16.11.2022	email access1	sales@banalegroup.com
5	16.11.2022	email access2	sales.backup@gmail.com
6	16.11.2022	email access3	sales@eltechtechnologies.com
7	16.11.2022	server folders & data	Sales, BD, print Folders at HO server
8	16.11.2022	any special key or password	sales desktop Password
9	16.11.2022	mobile sim card	8625022003
10	16.11.2022	material	No
11	16.11.2022	documents & records	client data, enquiries, Quatations, PI, PO analysis And POs
12	16.11.2022	vehicle usage	No
13	16.11.2022	ID Card	BG221161

Received by,

Name - Madhuri Sanap

[Signature]
16-11-22

Employee Signature



Posted as - Sales Coordinator

[Signature] SP Banale
16/11/22

Manager Signature



NILESH APARTMENT, V/255, ANIWAR PETH,
OPP. OMKARESHWAR TEMPLE, PUNE 411030, MAH. INDIA.
MOB +918180003534 EMAIL: banalegroup@gmail.com



[Signature]
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