

## APPOINTMENT LETTER

Date: 30<sup>th</sup> June 2023

To,  
Andrea Belsher,  
H-14, Mantri Aangan, Pingale Vasti,  
Mundhwa Road, Pune- 411036

Dear Andrea,

Omniscient Software Private Limited ("Company") hereby appoints you (the "Employee") in and with the position and title of **Associate Solutions Engineer** with the Company on the following terms and conditions:

### 1. Remuneration

- i. In consideration of the Employee's full-time employment with the Company, the Employee shall be paid a monthly salary as set out in **Schedule I** in accordance with the Company's regular payroll practices.
- ii. The Company may modify the salary structure at any time without prior notice, and the Employee's package of remuneration may be altered due to this change. The effect of the modification on the Employee's emoluments will be communicated to the Employee at such times.
- iii. Salary, allowances and all other payments/benefits will be governed by the Company's Policies and rules as well as statutory provisions in force from time to time and is subject to deductions of appropriate taxes at source.
- iv. The Employee's remuneration package is strictly confidential and should not be discussed with anyone within the Company or outside the Company.



## 2. Reimbursements

The Company will reimburse the Employee on actuals for all local travel in the course of the Employee's work and for any expenses involved in entertainment of existing or potential clients, provided that such expenses are approved in advance in writing by the Employee's immediate superior. The Employee shall provide the Company with such vouchers and other evidence of actual payment of such expenses as the Company may reasonably require.

## 3. Increments and Promotions

- i. The Company will conduct regular performance reviews to evaluate the Employee's performance and contribution to the Company, and to ascertain the Employee's capability to execute the role and responsibilities entrusted to the Employee by the Company.
- ii. The Employee's overall performance will be evaluated by the Company's management and any promotions and/or increments may be declared, as deemed appropriate by the Company, based on the evaluation.
- iii. Promotions may be declared at any time of the year based on the availability of the new position. Any changes in compensation due to promotion will be effective immediately on and from the date of the promotion.

## 4. Leave Benefits

- i. The Employee will be eligible for leave as per the Company's standard leave policy for that calendar year. The corresponding fraction of leave shall accumulate to the Employee's leave account every end of month.
- ii. All plans for leave must be communicated at the earliest (at least 30 days prior) to the Employee's immediate superior for approval. The prime considerations for approval of leave would be the status of the Employee's ongoing projects.
- iii. Any unavailed leave will lapse at the end of the calendar year. Leave shall not be carried forward to the next year, unless leave has been repeatedly denied by the Company due to project schedules.

## 5. Office Timings and Location

- i. Unless otherwise intimated by the Company, the Employee will be based out of the Company's offices in Pune and the Employee's work schedule will be as specified by the Company's standard policy for that financial year. The rules of the Company regarding working hours and weekly offs are subject to change without any prior notice. In case the Employee is working-from-home ("WFH"), the working hours will remain the same as it would have been if the Employee was present at the Company's office in Pune. Employee's exercise of the WFH and activities during the WFH period shall be strictly as per the directions of the [reporting senior] of the Employee.



- ii. The Employee will be either located in the Company premises, or posted to client sites at any location in India or abroad. In either case, the Employee's timings will be scheduled to match with the client's business hours. The Employee will have to work on any shift, as may be warranted by the Company's/client's work requirements. Further, in case the Employee is posted to a client site, the Employee will strictly follow any work related guidelines as applicable at the client's office.
- iii. If necessary the Employee shall work such additional hours as may be necessary to perform duties effectively and in accordance with Company's policy in that behalf and it is agreed that the Employee shall not be entitled to receive any additional remuneration for work done outside his / her normal hours of work.
- iv. In case the Employee is required to work on any day that is a scheduled holiday, the Employee shall be eligible to a compensatory holiday at the discretion of the Employee's immediate superior. The compensatory holiday must be taken with a period of 1 (one) month from the missed holiday. No monetary compensation will be made against any unavailed holiday.
- v. The Employee may be transferred to any other offices, project locations, divisions, departments etc. or deputed to any organization, or posted at any of their offices, projects locations, divisions, and departments etc. at anytime, anywhere in India or abroad. In the event of such a transfer/deputation, details of the terms and conditions including modification, if any, in the Employee's remuneration etc. will be communicated to the Employee at the appropriate time. It is hereby clarified that in the event of the transfer of the Employee to any other location or country in pursuance of his/her employment, the Employee shall not be eligible for any additional remuneration or relocation allowance or benefit other than as expressly specified in writing by the Company.

#### 6. The Employee's Duties and Obligations

- i. Employee will be required to join the services of the Company from **1<sup>st</sup> July 2023**. The Employee, as **Associate Solutions Engineer** of the Company shall be entrusted with duties as may be indicated to him by the Company from time to time.
- ii. The duties and functions of the Employee may be modified at the discretion of the Company from time to time. The Employee shall comply with all operating Policies (as defined below), procedures and practices of the Company as regards his duties.
- iii. The Employee shall devote his whole working time, attention and energies to the business of the Company as may be necessary and shall use his best endeavors to promote the interest and welfare of the Company. The Company shall be entitled to all the benefits and profits arising from such work and effort of the Employee.
- iv. During the term of the employment, the Employee shall not directly or indirectly engage himself in any other business, occupation or employment, whether or not such activity is pursued for profit, gain or otherwise and the Employee shall not render any other commercial or professional services or participate in any other commercial activity whether on a full time or a part time basis. Contravention of this provision shall result in immediate termination of the Employee's services, with no liability on





the part of the Company for payment of compensation in lieu of the notice period required to be served by the Employee.

- v. The Employee will perform and discharge all duties and functions assigned by the Company in a faithful, competent and professional manner.
- vi. The Employee agrees to maintain proper discipline and dignity during the course of his employment with the Company.
- vii. The Employee agrees and undertakes that he shall not either directly or indirectly receive or accept for his benefit any commission, rebate, discount, gratuity, money or gift from any individual, firm, company or any other legal entity having or who has had any business connection with the Company as well as from any employee/official of the Company (other than the regular compensation of the Employee).
- viii. The Employee agrees and undertakes that he will not execute any instrument; or grant or transfer any rights, title and interests inconsistent with the terms and conditions of this appointment letter.
- ix. The Employee undertakes that he has been given the opportunity to read the terms and conditions of the various policies, procedures and processes of the Company (collectively the "Policies") including but not limited to the leave and attendance policy. The Employee further undertakes that he will be bound to all the terms and conditions of the Policies and any violation thereof shall subject the Employee to appropriate disciplinary proceeding(s). The Company's decision on all such matters shall be final and binding on the Employee. The Employee understands that such Policies are subject to review and may be modified periodically and all such modified Policies shall be applicable to the Employee.
- x. The Employee shall execute the Confidentiality and Non-Solicitation Undertaking ("CNSU") in the form and manner as specified by the Company and agree to abide by the terms and conditions thereof and any subsequent amendments thereto.
- xi. The Employee acknowledges and undertakes that his position with the Company requires and will continue to require the performance of services which are special, unique, extraordinary and of an intellectual character and has placed and will continue to place the Employee in a position of confidence with the clients of the Company, and accordingly that the restrictive covenants mentioned herein and as mentioned in NDA are necessary in order to protect and maintain the goodwill acquired by the Company.

#### **7. Employee's Representations**

The Employee represents and warrants that:

- i. The Employee has furnished to the Company the supporting documents as set out in Schedule II to this appointment letter. All documents furnished to the Company by the Employee as set out in Schedule II and all facts disclosed herein are true and accurate;



- ii. the Employee has no commitments to his/her former employers or other entities which would restrict him/her from joining the Company and he/she has not taken or otherwise misappropriated and does not have in his/her possession or control any confidential and proprietary information belonging to any of his/her prior employers or connected with or derived from his/her services to prior employers;
- iii. the Employee's performance of the provisions of this appointment letter shall not breach and/or constitute a breach of the Employee's obligations to any other individual, firm, company or any other legal entity;
- iv. the Employee has not derived or is likely to derive any direct or indirect interest or benefit through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company and/or any transactions which are likely to be detrimental to the Company;
- v. the Employee is not subject to any contractual restriction, obligation, agreement, arrangement, contract, understanding, court order or otherwise, that will in any way, directly or indirectly limit or restrict him in performing his duties on behalf of the Company or prevent the Employee from performing all or any of the obligations, terms and conditions of this appointment letter.
- vi. the Employee does not have any business interests that are similar to or in conflict with the Business of the Company;
- vii. the Employee has no Intellectual Property developed, created or owned by him/her prior to commencement of his/her employment with the Company is proposed to be used by him/her during the course of his/her employment with the Company;
- viii. the Employee has disclosed all material and relevant information which may either affect his/her employment with the Company currently or in the future or may be in conflict with the terms of his/her employment with the Company, either directly or indirectly;
- ix. the Employee acknowledges that it is unlawful and against company policy to sexually harass any person or discriminate against any person on grounds of race, colour of skin, national or ethnic origin, belief or sexual orientation;
- x. the Employee's acknowledges that his / her employment with the Company is conditional upon satisfactory feedback from his / her references and necessary background, academic, medical, financial and criminal checks. The Company reserves the right to perform background and reference checks at any time during his / her employment when Company deems it necessary;
- xi. the Employee's acknowledges that the Company reserves the right to get him / her checked medically by a doctor when it deems necessary. His / her employment with the company is liable to be terminated on being found physically or mentally unfit by a medical practitioner, appointed by the Company. Further, in case of continuous absence due to ill health beyond 3 months, the Company reserves the right to terminate his / her employment;
- xii. the Employee's acknowledges that the Company reserves the right to monitor, intercept, review, access





his / her computer / laptop, internet, emails and other communication facilities given to him / her by the Company during his / her employment with the Company;

#### 8. Indemnity

Without prejudice to any other right available to the Company under Law or contract or in equity, the Employee shall compensate, indemnify, defend and hold harmless the Company, its affiliates, directors and officers (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, damages, deficiencies, demands, claims (including third party claims), actions, judgments or causes of action, assessments, interests, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) ("Losses") incurred or suffered by or imposed upon or asserted against the Indemnified Parties based upon or arising out of or in relation to or otherwise in connection with (i) any inaccuracy in any of the representations contained in this appointment letter; (ii) any breach of any of the covenants, undertakings, obligations and/or agreements contained in this appointment letter by the Employee; and (iii) non-compliance of any applicable laws by the Employee.

#### 9. Termination and Consequences

##### i. Termination without Cause:

Either party shall have a right to terminate the Employee's employment, at any time, without cause.

In the event the employment is proposed to be terminated anytime within 3 (three) month of Probation period from the Employees appointment date then either party can terminate the employment by giving a written notice of 15 (fifteen) days to the other party.

In case the employee is doing an Internship with the company, then the period of internship is considered as running concurrently with the Probation Period, and the above condition will apply with the same terms during the internship period.

Any leaves taken during the notice period will be a loss of pay for the employee.

If the employment is proposed to be terminated any time after completion of the Probation Period or Internship Period, then either party will required to provide a written notice of 90 days to terminate the employment.

For resigning from Omniscient, you are required to serve a notice period as per the policy of resignation and as applicable at the time of departure. In case of a shortfall of notice period, the relieving date shall be the prerogative of the company, and shall be within the notice period. Further, the company reserves the right to recover an amount equivalent to the consolidated salary for the number of days of shortfall.



During the aforementioned notice periods, the Company may, at its sole discretion, require the Employee to perform his/her services without accessing the Company's or the client's office premises and without having access to any confidential information/material of the Company or the client(s), if possible.

In the event the Employee wishes to terminate the employment, the Company, in its sole discretion, may waive the notice period partly or fully without paying the Employee any salary or compensation for the notice period so waived and also to decide whether the notice period shall run concurrently with the period of any leave which may be granted to the Employee. In any case, Employee's accrued leave will not be adjustable against the notice period.

ii. Termination for Cause:

The Company shall be entitled to terminate the Employee's employment with the Company with immediate effect upon provision of notice in writing to this effect to the Employee, if in the opinion of the Company, the Employee:

- a. neglects or fails to attend to the business or comply with the directions of the Company; violates any Policy of the Company or applicable statutory and regulatory policies, enactments, rules or regulations, misappropriates any property of the Company, indulges in acts of moral turpitude, carries out any dishonest or fraudulent conduct or act or any breach of trust or breach of faith whether or not the same causes any actual harm or damage or loss to any individual, firm, company or any other legal entity including the Company, is guilty of misconduct while discharging his duties or indulges in any act of commission or omission bringing disrepute or notoriety or adverse publicity to the Company or is in any way, or may at any time be, in a position, which the Company believes, prevents or will prevent him from fulfilling his duties or functions under this appointment letter; and/or
  - b. has made any false and/or incorrect representations under this appointment letter; and/or
  - c. is convicted of a criminal offense; and/or
  - d. breaches any of the provisions of this appointment letter, the NDA and/or the prevalent Policies.
  - e. Your Appointment is subject to Background Verification of Documents & Reference checks. Company has all the rights to take appropriate action against false information provided.
- iii. The Employee agrees that any time after the termination of his employment, he shall not disparage the Company, its officers or employees (including but not limited to any related or associated entity or client and their officers and employees).
- iv. Upon the termination of the Employee's employment with the Company for whatever reason, the Employee will be required to undergo the exit procedure as per the exit policy of the Company including return, without delay or demur, to the Company all its property of every nature and description including but not limited to personal computers, software, manuals, identity cards and all other items belonging to or issued by or on behalf of the Company in the course of or in connection with the Employee's employment with the Company. On the termination date, the Employee shall sign and deliver to the Company such declarations as the Company may reasonably require. It is further agreed and understood that until such time as all the Company's property is returned, the Company shall be entitled to initiate legal proceedings for breach of this appointment letter (and without prejudice to

any other rights or remedies that the Company may have under law or equity), and be entitled to recover the full value of the said property(ies) from the Employee. The Employee recognizes and agrees that the Company shall be entitled to recover from the Employee and the Employee shall be bound and liable to make good to the Company any loss incurred or suffered by the Company on account of misuse of the Company's property by the Employee and/or any damage occasioned to the Company's property whilst in the custody of or entrusted to the Employee.

If the terms and conditions offered in this appointment letter are acceptable to the Employee, the Employee shall return the acceptance copy (attached) to the undersigned, affixing Employee's signature on the last page and initials on the other pages (including annexures).

Yours Sincerely,

For Omniscient Software Pvt. Ltd.

  
Milan Mehta

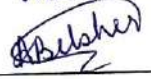
Authorized Signatory

Director

I agree to accept this employment, to the exclusion of all other employments and engagements, on terms and subject to the conditions mentioned in the above letter of appointment and will commence my employment on 1<sup>st</sup> July 2023

Name: Andrea Belsher.

Date: 29<sup>th</sup> June 2023.

Signature: 





**Schedule I****Remuneration Package**

<b>Compensation Structure (INR)</b>		
	<b>Monthly</b>	<b>Annual</b>
<b>Earnings</b>		
Basic Salary	22,500	270,000
House Rent Allowance	9,000	108,000
Statutory Bonus	1,900	22,800
Personal Allowance	8,718	104,616
<b>Sub-total (A)</b>	<b>42,118</b>	<b>505,416</b>
<b>Deductions as per Statutory Requirements in India</b>		
PF Contribution Employee	1,800	21,600
Professional Tax	208	2,500
ESIC Contribution of Employee (0.75 X A)	-	-
Income Tax (Basis IT-Rules & your Supporting Docs)	-	-
<b>Sub-total (B)</b>	<b>2,008</b>	<b>24,100</b>
<b>Company Contributions</b>		
PF Contribution of Employer	1,800	21,600
ESIC Contribution Employer (3.75% X A)	-	-
Gratuity <sup>1</sup>	1,082	12,984
<b>Sub-total (C)</b>	<b>2,882</b>	<b>34,584</b>
<b>Other Earnings</b>		
Annual Variable Bonus <sup>2</sup>	-	-
<b>Sub-total (D)</b>	-	-
<b>Annual Cost to Company (A+C+D)</b>		<b>540,000</b>

<sup>1</sup>You will be entitled to receiving Gratuity under Payment of Gratuity Act, 1972 upon termination of your employment with the Company, subject to completion of continuous service of five years with the company. Further, and subject to the applicable company policy as may be applicable from time to time, the upper ceiling will be the amount as may be prescribed by the Payment of Gratuity Act, 1972.

<sup>2</sup>The Annual Variable Performance Bonus will depend on a performance of the Company as well as your Team & Individual Performance and is subject to you being employed with the Company at the time of pay out.



**SCHEDULE II**

**Supporting Documents to be submitted to the Company**

1. Copy of your PAN Card
2. Copy of your Aadhar Card (if available)
3. Copy of your Passport
4. Copy of your Electricity Bill and / or Rental Agreement as Address Proof (Current Address)
5. Copy of a proof of your Permanent Address (if different from #3)
6. Copies of your Educational Certificates
  - a. SSC or equivalent Class-10
  - b. HSC or equivalent Class-12
  - c. Graduation Certificate
  - d. Post-Graduation Certificate or last available Mark Sheet from College
7. Copies of previous Employers Relieving Letters (if applicable)
8. 4 Passport Size Photographs

Please carry the originals of the above documents for verification by the HR Team on the commencement date of your employment.







**Deloitte Consulting India Private Limited**

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11/18/2020

**Ms. Doyita Mazumdar**  
**C2/302, Manjri Greens Annexe, Pune Solapur Road**  
**Near Yog Hospital, Manjri Budruk,**  
**Pune - 412307**

**Subject: Offer of Employment**

**Dear Doyita Mazumdar:**

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Associate Analyst** based in **Mumbai**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **January 18, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.3,25,008/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.25,000/-** subject to your reporting for full-time employment on **January 18, 2021**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.



Date: 11-July-2023

**Letter of Offer**

**Dear Kshitija Gaikwad,**

Further to your interview, we are pleased to offer you the position of **Trainee - Software Engineer** with our organization.

On joining the company, you will be on training for a minimum period of 3 months. The monthly stipend during your training period (including Provident Fund & deductions will be as applicable).

Subject to successful completion of the training, your employment will be confirmed as **Software Engineer**.

Please refer to the attached Annexure-1 for your salary structure and an explanation of its components.

Upon joining, you will be subject to the employee policies and practices of the Company. A summary of the present policies is included as Annexure-2 to this letter of offer for your reference. Also refer Annexure-3 for the list of documents to be submitted.

You are required to join duties with effect from **September,13 2023** at our **Pune** office for this offer to be valid.

Kindly report at the following address, at **9:15 a.m.** on your date of joining –

Cybage Software Pvt. Ltd.  
Cybage Towers, Kalyani Nagar,  
Behind Gold Adlabs,  
Pune, India.

Cybage may defer and/or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We look forward to your joining Cybage at the earliest and wish you a successful career with us.

Thanking you,

Sincerely,  
For Cybage Software Pvt. Ltd.

*Vikram Chopra*

Vikram Chopra  
Vice President & Head - Resourcing





Arti Prakash Tathe  
Pune  
India

OFFER LETTER

Date: 12-07-2022

Dear Arti Prakash Tathe,

We have pleasure in offering you a position as "Trainee" in our Atos Group Company at "Pune", with effect from your date of joining. Please note that if you do not join on or before "18-July-2022", this offer will be treated as withdrawn.

- 1) You will receive a Base Salary (Basic + Basket of Allowance (BOA)) **Rs.14,621**(Fourteen Thousand Six Hundred Twenty One) per month. The Salary breakup has been detailed out later in the offer letter.
- 2) Atos reserve rights to confirm the employing entity whereby you will require to join. This offer is subject to your joining in any Atos Group entity which shall be specified to you on or before your date of joining. Accordingly, you are required to complete the formalities as required by the employing entity.
- 3) You will be on probation for an initial period of six months from the date of appointment. Thereupon, you will be a deemed confirmed permanent employee of the Company unless and until specifically informed on extension of your probation period in writing (E Mail/Letter) by your Manager/Company.
- 4) Your services are transferable to any department, unit or location in India or abroad, in any Atos India or Atos SE Group entity or its subsidiary or affiliate or associate concern, or at the client's site, as deemed necessary by the Company, at its discretion.
- 5) The age of retirement from the Company's service normally is 60 years subject to service regulations and statute guidelines. However, the Company shall have absolute discretion to retire you at the age of 58 years. For the purpose of determining this, the age recorded with the Company at the time of appointment shall be considered as final and conclusive.
- 6) The other terms and conditions are detailed in the attached "Conditions of Service"
- 7) You will at all times during your employment devote your entire time and attention to the business of the Company or any of its associates, branches or offices, within India and abroad, to which you may be posted by the Management.
- 8) You will not be entitled to accept, whether directly or indirectly, any part-time occupation or other job or business of any kind whatsoever, as long as you are in the employment of this Company.
- 9) This appointment is offered on the basis of your having furnished to the Company, accurate information, regarding your age, education, qualifications, experience and other records. If at any time it is revealed that employment has been obtained by furnishing false information or by withholding relevant information, the Company will be free to terminate your services at any time without notice.
- 10) During the period of your employment and thereafter, you will not divulge any trade secrets, company secrets, confidential information, business strategies/plans, to any third party, (other than to the Directors of Company or their authorised representatives) including your salary, increments and emoluments, any knowledge obtained by you concerning the business of the Company / customers, whether relating to administration, accounting, research, development, production, manufacturing methods, agreements, customers, suppliers, patent matters or other relevant matters. You shall maintain utmost confidentiality of the Confidential Information which you had gained access to and shall not breach the confidentiality requirements laid down by the Company. This also covers any and all industrial and intellectual property rights, such as, without limitation, inventions, patent, copyrights, designs, diagrams, drawings, computer software, programs, systems, structures, architectures etc. belonging to Atos and/or made or originated during the duration of any customer project and twelve months thereafter and falling within the scope of the customer activity will be the property of the Company / customer.
- 11) You agree to promptly disclose to Company all ideas, discoveries, inventions, improvements, software, writings and developments that may be authored, conceived, developed or reduced to practice by you either solely or jointly with others during the term of your employment under these circumstances:



- a) during your working hours, or
- b) at company's expenses, or
- c) using any or Company's materials or facilities, or
- d) That relates to the business of Company or to the research or development of the Company (hereinafter "Company Intellectual Property").

12) Please note that Atos has a 'Non-solicitation' clause as a standard term in the contracts with all its Customers.

You will not during the applicability of the 'Non-Solicitation' clause referred above between Atos and its customers, seek or take up directly or indirectly or through any other entity, any part time or full time job or assignments or work as an Advisor with any units of customer companies of Atos or subsidiaries or associate companies of such customer companies during your employment or for a period of 6 months thereafter.

13) You hereby agree that for a period of 12 months following termination of your employment you will not directly or indirectly whether on your own account or jointly in association with or on behalf of any third party:

- a) Solicit, canvas or endeavour to obtain business relating to information technology and related services - from any company, person, firm or corporation who or which was a client or customer or potential client of any Group company at the date of termination of your employment and with whom or which you were in the habit of dealing in the 12 months preceding termination of your employment;
- b) Accept orders or business relating to information technology services from any company, person, firm or corporation who or which was a client or customer or potential client of any Group company at the date of termination of your employment and with whom or which you were in the habit of dealing in the 12 months preceding termination of your employment;
- c) Solicit or entice away or procure employment for, or endeavour to solicit or entice away or procure employment for, any individual employed in an executive, managerial, senior technical or sales capacity by any Group company at the date of termination of your employment and with whom you had material contact by virtue of your employment;
- d) Use, recollect or seek to duplicate any customer base or subscription base used by any Group company.

14) You will be governed by the code of conduct; discipline, rules and regulations as laid down by the Company from time to time and these will be deemed to form an integral part of this contract of employment. You will be required to sign the 'Code of Ethics' on the time of joining.

15) Upon termination of your employment, you will return to the Company all papers and documents which may at that time be in your possession, relating to the business or affairs of the Company or any of its associates or branches and you will not retain any copies or extracts there from.

16) It will be your personal responsibility to obtain the following within 3 months of joining:

- (a) Valid Driving Licence for driving a light motor vehicle in India.
- (b) Obtain a valid Passport from R.P. Office, Government of India.

17) Please note that that this appointment is subject to clearance of the following:

- a) Background Verification – Your appointment is conditional upon completion of satisfactory reference and background checks (education, employment history & other details furnished by you in your application). In case any information given by you is found to be false or incorrect at any point in time of your employment, the appointment would be deemed void-ab-initio and liable for termination without notice or salary in lieu thereof.

If you are agreeable to the aforesaid terms and conditions, please return the duplicate of this letter duly signed.

We have pleasure, in welcoming you to our organisation, and we sincerely hope that, this appointment will be of mutual benefit.

Yours truly,  
For Atos Global IT Solution and Services Private Limited

Nasir Usman Shaikh  
Senior Vice President – HR

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





NAME	:	Arti
DESIGNATION	:	Praka
GCM Level	:	sh
Grade	:	Tathe
Expected DOJ	:	Trainee
Joining Location	:	0
	:	TO
	:	18-July-2022
Component	:	Pune
Basic		Amount (Rs.)
BOA		14,621
Monthly Gross		0
A Annual Gross		14,621
Provident Fund		1,75,457
Gratuity		21,055
B Retirals		8,439
(A+B)		29,494
		2,04,952
Statutory Bonus		18,737
C Statutory Bonus *		18,737
D ESIC**		6,311
Employer contribution		
CTC per annum (A+B+C+D)		2,30,000

\*\*Employer Contribution to Employee's State Insurance Corporation (ESIC)

In addition to the above,

- You will be eligible for Group Medclaim, Group Personal Accident Insurance and Group Term Life Insurance as per the prevailing company policy
- You will be eligible for shift allowance if you work in rotating shifts under the 24X7 environment, as applicable



*Arti*



**Deloitte Consulting India Private Limited**

Office Premises bearing no.201, 202, 203, 204, 205 and 206,  
Fairmont, Level 2, 2nd Floor, High Street,  
Hiranandani Business Park, Powai,  
Mumbai Suburban,  
Maharashtra – 400076

Tel: +91 022 61137000  
www.deloitte.com

**Ms. Devyani Suresh Rupeeja**  
**1115,Shukrawar Peth, Shukratara Apartment,**  
**Sathe Colony.,**  
**Pune - 411002**

**Subject: Offer of Employment**

**Dear Devyani Suresh Rupeeja:**

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Associate Analyst** based in **Mumbai**. We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **January 17, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs.3,25,008/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs.25,000/-** subject to your reporting for full-time employment on **January 17, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **one year** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.



Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the “Deloitte U.S. Firms”) require their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer’s Independence Representations requirements, as further explained in **Annexure B**. Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **January 17, 2022**, or an alternative mutually agreed upon date. At the time of joining, it is mandatory for you to submit the documents mentioned below.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Devyani Suresh Rupeeja**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Consulting India Private Limited**

Best regards,

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

3B1A6F28ED49476...

**Authorized Signatory**





**Ms. Devyani Suresh Rupeeja**

**Acceptance**

I, **Devyani Suresh Rupeeja**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:



F53049AAFC7E4BB...

Signature

Date



## Annexure A

Ms. Devyani Suresh Rupeeja

Associate Analyst

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	9,500	1,14,000
House Rent Allowance (HRA)	4,750	57,000
Special Allowance <sup>1a &amp; 1b</sup>	4,805	57,660
Leave Travel Allowance <sup>2</sup>	950	11,400
Meal Card <sup>3</sup>	2,200	26,400
Differential Allowance(L)	3,079	36,948
Employer's contribution to PF	1,800	21,600
<b>Total Salary (in Rs.)</b>	<b>27,084</b>	<b>3,25,008</b>

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Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,013	36,167

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\* The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from 0-10% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



## Annexure A

<sup>1</sup> All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Driver / Fuel & Maintenance Expenses as per eligibility mentioned below:

	<sup>1a</sup> <i>Communication Expenses</i>	<sup>1b</sup> <i>Fuel Expenses</i>
<b>Employee in Level -</b>	<i>Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.</i>	<i>Petrol / Insurance / Repairs &amp; Maintenance</i>
<b>Associate Analyst</b>		
	Rs.3,000/- per month	Rs.7,500/- per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Driver / Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above **Senior Staff** are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and **6 dependents** is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**







Devyani Suresh Rupeeja

Mumbai

**Annexure B**

**Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement (“Employment Agreement”)**

In consideration of my employment by **Deloitte Consulting India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Fairmont, Level 2, Hiranandani Business Park, Powai, Mumbai - 400 076** (the “Employer”) as **Associate Analyst** and other valuable consideration, I acknowledge and agree that:

**PRELIMINARY MATTERS**

1. **Defined Terms.** The italicized terms in this agreement (the “Employment Agreement”) are defined in **Exhibit A** hereto.
2. ***Pre-existing Agreements or Arrangements.*** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer’s offer of *Employment* or my becoming, and serving as, **Associate Analyst** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency’s decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

**PROTECTION OF OUR BUSINESS**

3. **Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing in **Exhibit C** to this Employment Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.
4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized*



*Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.
6. **Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.
7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.
8. **Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems*. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my



possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

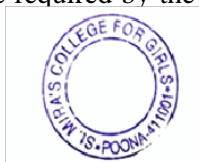
c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the





period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

11. **Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.
12. **Post-Employment Restriction re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, for a period of one year following the termination of my *Employment* for any reason, I will not, directly or indirectly, solicit or provide services to any client or prospective client of a *Deloitte Entity* to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my *Employment*.
13. **Exceptions to Post-Employment Restriction re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
14. **Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities*



remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

15. **Restriction re: *Personnel* and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated, (b) participate in the hiring or admission of any *Personnel*, or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
16. **Post-Employment Restrictions re: *Deloitte Property*.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST-EMPLOYMENT OBLIGATIONS

17. **Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.
18. **Notification of Post-Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.
19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.



#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte*

*Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.
22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.
23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

## MISCELLANEOUS

24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in [HYDERABAD: Hyderabad, Andhra Pradesh, India] [MUMBAI: Mumbai, Maharashtra, India] [BENGALURU: Bengaluru, Karnataka, India] [GURGAON: Gurgaon, Haryana, India] and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.
25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.
26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to





the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.
28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.
29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.
30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.
31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.



I have read the foregoing, understand it, and agree to comply with its terms.

\_\_\_\_\_  
**For Deloitte Consulting India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Authorized Signatory

Effective as of **January 17, 2022**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



## **EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.



**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes *PII* when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)



\* Note: When an individual's name is used with *PII* that is not business contact information, it is included in the definition of *PII*.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement,



including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the *PCAOB*, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



## **EXHIBIT B**

### **Pre-existing Creations; Pre-existing Agreements or Arrangements**

[none, unless otherwise specified]

ACCEPTED AND AGREED TO:  
**DELOITTE CONSULTING INDIA PRIVATE LIMITED**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

*Authorized Signatory*

\_\_\_\_\_  
Date

An *Authorized Signatory*'s signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



## **EXHIBIT D**

### **Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Name of Client

Specified Kind of Services(s) Permitted

\_\_\_\_\_  
**Deloitte Consulting India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

I have read and understood the above policy terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.





## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Consulting India Private Limited** (the “Employer”), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.



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## 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT (“Employment Agreement”)

You will be expected to sign the Employer’s Employment Agreement. Please contact Talent for further details.

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## 3. HARRASSMENT POLICY

**Administrative Policy Release (“APR”) 213** is the Employer’s policy prohibiting harassment. Deloitte LLP's subsidiaries located in India (“Deloitte India (Offices of the US)”) are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining *Deloitte U.S. India*.

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## 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer’s policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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## 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.\* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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## 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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## 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

\* This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)’s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.



In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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## 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.



- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **January 17, 2022**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

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Signature

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Name







Dear **Devyani Suresh Rupeeja**,

On behalf of **Deloitte Consulting India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Associate Analyst** pursuant to the terms and conditions of your offer letter dated **January 17, 2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company. As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company. As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

Human Resources Department





**zensar™**



Ref: 0093463/2670166

02-Jan-2023

Ms. Aishwarya Jagtap

Dear Aishwarya,

We are pleased to award you an **Intern** assignment in our organization. The terms and conditions of this assignment are as follows:

1. This assignment will be for a period, beginning from **03-Jan-2023 till 02-Jul-2023**.
2. The duration of the assignment may be extended on the basis of the status of the assignment that time and upon mutual discussion at the end of the above stated duration.
3. You will be available to our company in Pune or any of its branches and associate offices around the country as per the requirement of the assignment.
4. You will report to **Vaibhav Awasthi** in the company during the tenure of this assignment.
5. It is agreed that the number of hours, which you may have to put in for completing this assignment under normal conditions, shall be around 45 hours a week.
6. Either party can terminate this assignment at any time, by giving **One Month notice** to the other in writing.
7. Your professional charges will be paid to you once a month, on your raising a demand note on Zensar Technologies Ltd. The agreed monthly professional fee for your service is **Rs. 20,000/- Per Month (Rupees Twenty Thousand Only)**. The tax on this amount will be deducted at applicable rates at source.
8. This is a purely Project Intern arrangement and should not be construed as or does not confer upon you an employee status.

*Aishwarya*

CIN: L72200PN1963PLCO12621

[www.zensar.com](http://www.zensar.com)

Zensar Technologies Limited, Zensar Knowledge

An **RPG** Company

+(20) 6607 4000, 2700 4000

7888

+(20) 6605

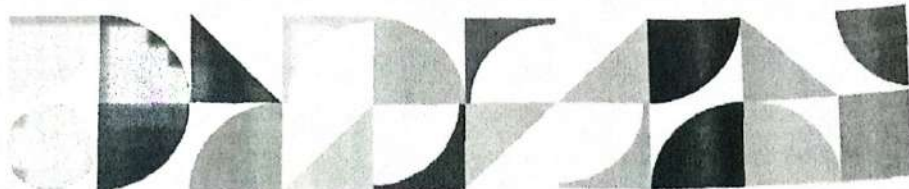
Park, Plot No. 4, MIDC Kharadi, Off Nagar Road,

Pune 411014





**zensar™**



9. Confidentiality: You agree at all times during the term of your internship with our Company and thereafter (without limit of time):
- + Hold Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and
  - + Not to disclose or divulge Confidential Information to any person or entity without written authorization of the Company
  - + You agree to return to Company all proprietary information, including copies of paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your Assignment.
  - + "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether oral or written or in electronic format and whether marked confidential or not, including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this Assignment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.
  - + You understand that retaining the confidential nature of Confidential Information is of utmost importance to the business of the Company and in addition to the terms stipulated in this Agreement herein you agree to execute a Non Disclosure Agreement with the Company.

Any breach of this provision shall be treated as a gross violation of the terms herein and your Assignment are liable to be terminated without notice.

## 10. Intellectual Property

*Aishwarya*

CIN: L72200PN1963PLCO12621

[www.zensar.com](http://www.zensar.com)

Zensar Technologies Limited, Zensar Knowledge

An **RPG** Company

+ (20) 6607 4000, 2700 4000

7888

+ (20) 6605



Park, Plot No. 4, MIDC Kharadi, Off Nagar Road,  
Pune 411014





- + All intellectual property rights, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your Assignment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this Assignment with the Company shall be the exclusive property of the Company and you agree to assign all such Intellectual Property created during your Assignment to the company.
- + You agree at the Company's expense, to provide, during and after the Assignment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company.

**11. Other Terms and Conditions:**

- You agree not to undertake employment, whether full-time or part-time of any other organization/entity engaged in any forms of business activity without the consent of Company, The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.
- You will read, sign and return to the Company the code of work ethics document and abide by it to all your day to day transaction in the Company during your Assignment and post termination for whatsoever reasons.

This Agreement is given to you in duplicate. Please sign and return one of the copies in acceptance of the Assignment on the above said terms.

We look forward to a meaningful and mutually satisfying professional relationship.

Sincerely yours,  
For Zensar Technologies Ltd.

**Sanjeeva Maithani**  
Vice President – Human Resources

CIN: L72200PN1963PLCO12621

[www.zensar.com](http://www.zensar.com)

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Park, Plot No. 4, MIDC Kharadi, Off Nagar Road,  
Pune 411014





Megha Kuttat &lt;mkuttat@gmail.com&gt;

## Revised Offer Letter from DISYS

Vadhana, Priya &lt;Priya.Vadhana@dexian.com&gt;

15 June 2023 at 22:35

To: "mkuttat@gmail.com" &lt;mkuttat@gmail.com&gt;

Cc: Payroll-India &lt;Payroll-India@disys.com&gt;, HR-IRC &lt;HR-IRC@disys.com&gt;

Dear Megha Kuttat,

Greetings! I am Priyavadhana from DISYS HR Team, writing this mail with regards to release of Offer from DISYS.

Congratulations! We are pleased to confirm the offer of employment with DISYS. The offer details and the salary structure are provided below.

- **Designation** : Technical Recruiter – G1
- **Tentative DOJ** : July 10<sup>th</sup> 2023 (Monday)
- **Work Location** : Pune

The extended offer stands valid provided the start date is on or before July 10<sup>th</sup> 2023 (Monday). This Offer Letter is being issued to you in view of the interest expressed by yourself in being engaged with us in the above capacity. As a result, forthwith upon your acceptance of this Offer Letter, a valid predetermined arrangement comes into existence between ourselves, and we shall not consider other alternatives for the above post.

Upon joining, you will be part of prescribed training module and related assessments. You will be assessed basis overall training performance and can start working provided you clear the assessments. Company's decision on results will be considered final.

You, by accepting this offer hereby authorize DISYS to check your background and qualification for the purpose of further evaluation of your candidature for this role.

Should you therefore, fail to report for duty at the date above mentioned, we will be subject and exposed to irreparable hardship and losses. Accordingly, in such event, the offer made in this Offer Letter shall lapse and further, you shall be liable to compensate us for any such loss occasioned to us

Head of Payments	Compensation (INR)
BASIC	19,300
ALLOWANCE/BENEFIT	
House Rent Allowance	9,650



Special Allowance	7,850
<b>Monthly Fixed Gross</b>	36,800
<b>Annual Fixed Gross (A)</b>	441,600
<b>RETIRAL</b>	
<b>Employer Contribution – PF (Annual) (B)</b>	21,600
<b>Annual Gross Compensation (A+B)</b>	463,200
<b>Annual Total Compensation (C)</b>	<b>463,200</b>
<b>Additional Benefits</b>	
Medical Insurance (Non-Payable)	21,000
Accidental Insurance (Non-Payable)	1,000
<b>Total Additional Benefits (D)</b>	22,000
<b>Annual Remuneration (C+D)</b>	<b>485,200</b>

**NOTE:**

- “Employee’s Contribution to EPF 1,800 INR(per month) will be deducted from “Monthly Fixed Gross” mentioned in Annexure A.”
- Income tax applicable as per the tax slabs.
- Professional Tax and Labour Welfare Fund will be applicable as per the state regulatory norms.

**ADDITIONAL BENEFITS:**

1) **Medical Insurance Scheme (Mediclaime)**: The Medical Insurance covers your immediate family i.e. self, spouse, dependent children and dependent parents.

This is a cashless floater policy with total coverage of Rs. 5 lacs. The current service provider for Mediclaime policy is Oriental Insurance.

2) **Group Personal Accident Insurance Coverage**: You would be covered under the Group Personal Accident Insurance policy of the company.

This is a personal accident coverage that the employee you on a 24X7 basis against any accidental death. The coverage for this is currently Rs. 10 Lakhs.

“We don’t provide free meals in office”



We would issue the Soft copy of offer letter within one week of joining.

Please contact [HR-India@disys.com](mailto:HR-India@disys.com) for any HR Related queries if required.

Thanks and Regards

Priyavadhana N

Director - Talent Acquisition

**Digital Intelligence Systems, LLC (DISYS)**

Ground Floor, Neville Towers, Modules 3&5,

Ramanujan IT City,

Rajiv Gandhi Salai (OMR),

Taramani, Chennai-600 113. INDIA

(c) +91 97908 04966|

| [Priya.vadhana@disys.com](mailto:Priya.vadhana@disys.com) | [www.disys.com](http://www.disys.com) |



Disclaimer:- The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain proprietary, confidential or privileged information. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately and destroy all copies of this message and any attachments. The views expressed in this E-mail message (including the enclosure(s) or attachment(s) if any) are those of the individual sender, except where the sender expressly, and with authority, states them to be the views of Dexian DISYS. Before opening any mail and attachments please check them for viruses. Dexian DISYS does not accept any liability for virus infected mails.



Date: February 23, 2021

Ref: LTI/HR/Campus/NE1/2021

Name: Hadiya Parkar

College: St. Mira's College For Girls

### OFFER OF EMPLOYMENT

Dear Hadiya Parkar,

**Welcome** to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.2,63,037/-** as per the details mentioned in '**Annexure-1**'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

### TERMS AND CONDITIONS

**1. Increments and Promotions**

Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

**2. Overseas Deputation/International Assignment**

It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.

Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

**3. Documents**

Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.





**4. Background Verification**

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

**5. Service Agreement**

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

**6. Letter Acceptance**

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this 'Offer of Employment' on the **CampBuzz Portal** (<https://campbuzz.ltifotech.com>) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

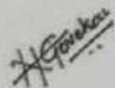
The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.

According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

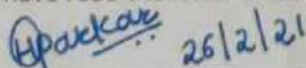
Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar  
Associate Director -  
Campus Recruitment,  
Learning & OD

I have read the letter and accept the same.



Signature and Date



ANNEXURE-1

Name	: Hadiya Parkar	Date	: February 23, 2021
Salary Grade	: AT1		
Components	Rs. p.a.	Rs. p.m.	
Basic		15,000	
Bouquet of Benefits		3,000	
<b>A. Base Salary (PA)</b>	<b>216,000</b>	<b>18,000</b>	
Annual Incentive	10,000		
<b>B. Total Variable (PA)</b>	<b>10,000</b>		
<b>C. Total Target Cash (A+B)</b>	<b>226,000</b>		
Provident Fund (PF)	21,600	1,800	
Gratuity	8,664	722	
Mediclaime Premium	6,773		
<b>D. Retirals &amp; Other Benefits</b>	<b>37,037</b>		
<b>Cost to Company (CTC) C+D</b>	<b>263,037</b>		



**Medical Insurance Premium:**

The Group Medclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

**Notes:**

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
- 4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
- 8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

\*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.





## ANNEXURE-2

### Eligibility Criteria for Non-Engineering Candidates - Year 2021 Batch

Qualification	BSC,BCA,BCS
Branches:	Computer Science/Information Technology/Information Science and Electronics
Age Criteria: As on 1st July of Passing year (2021)	Less than 23 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. No year drop allowed.
Course must complete in:	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	50% & Above OR Equivalent CGPA  NOTE: • SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma(if applicable),Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA • For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered. • Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results • Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) • Conversion from CGPA into Percentage must be calculated as per your respective University norms • Provisional/Passing Certificate must state <b>First class</b>
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	• Not more than 2 active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared <u>with the final semester exams</u> • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) • <b>No</b> Re-attempts/ATKTs/Backlogs/Arrears allowed in the <u>final semester</u> of any course • <b>Any pending</b> Re-attempts/ATKTs/Backlogs/Arrears in the <b>current</b> course (obtained after the interview process) <b>must be attempted and cleared with the final semester examinations</b>
Nature of Course:	All Full Time courses Only
Year of Passing:	2021 SUMMER pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(In the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirement. Non-performance during training/on the job phase is subjected to separation from the organization





Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. I am aware that I may be subjected to immediate action by the company at any time during or after the interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.
5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.  
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature:

H. Parkar

Name:

Hadiya Tajamul Parkar

Institution Name:

St. Mira's college for Girls

Mobile No:

9175796436

Date of interview process:

17-02-2021



21 Aug, 2023

To,  
Ms. Mrunali Siddha  
Pune

Dear Mrunali

**Sub: Letter of Appointment as Software Developer intern with Value Ethics Pvt. Ltd.**

Greetings and you are Welcome to the Value Ethics Family!

We are glad to offer you that you have been selected as an **Intern** for the position of **Software Developer** in our company for a period of six months. During this training period you will be reporting to the Mr. Niraj Rath and any other person the organisation deutes on business. This offer takes effects from your date of joining which is expected to be on **21 Aug, 2023**.

Your Stipend will be Rs. 7500 per month & is subject to review only on completion of internship period of six months

You are required to sign and submit a copy of this letter of appointment as a token of your acceptance of our terms and conditions, along with the following documents

- Complete Educational Credentials from 12<sup>th</sup> standards
- Passport size photo
- Address Proof & PAN card copy

We are confident you will be able to make a significant contribution to the success of Value Ethics Pvt. Ltd. and look forward to working with you.

Best Regards,

**Niraj Rath**  
**Director**  
**Value Ethics Pvt. Ltd.**



- **DIN NO. 03508992:- NIRAJ DHANRAJ RATHI**
- **DIN NO. 05353862:- RITU NIRAJ RATHI**

Office No 305, Shree Ganesh Ace Arcade,  
Near Kokane Chowk, Pimple Saudagar,  
Pune-411017, Maharashtra, India.  
Tel. :+91 9545020329. Email ID: [Support@valuethics.in](mailto:Support@valuethics.in)



11-Jun-2021

Dear Thakur Shweta Jaiveersingh,  
B.Sc., Computer Science  
St Mira'S College For Girls\_Pune



**Candidate ID – 15746736**

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 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 **251,999/-**. This includes an annual target incentive of INR **12,000/-** 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 **Rs.284,111/-**. This includes an annual target incentive of INR **12,000/-** as well as Cognizant's contribution 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.

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 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 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:

- 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.

### 3.2 Continuous Skill Development (CSD) Program:

- 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.

### 3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

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:**





## Compensation and Benefits

**Name:** Thakur Shweta Jaiveersingh**Designation:** Programmer Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	6500	78,000
2	HRA*	2600	31,200
3	Company's contribution of PF #	1475.892857	17,711
4	Advance Statutory Bonus***	2000	24,000
5	Special Allowance*	5330	63,960
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	469	5,628
	<b>Annual Gross Compensation</b>		<b>220,499</b>
	Incentive Indication (per annum)**		12,000
	<b>Annual Total Compensation</b>		<b>232,499</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>251,999</b>

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



**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.



## 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

Thakur Shweta Jaiveersingh, 21, 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;

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
- 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    Thakur Shweta Jaiveersingh**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_



Our Ref: Sneha Sable /04/2023

Page 1 of 2

Date: 30.06.2023

To,

Miss. Sneha Vijay Sable,

Dear Sneha Vijay Sable,

We are pleased to offer you the position of **Trainee Project coordinator** in our organization, on terms and conditions, which have been mutually discussed and agreed upon.

Your Annual Total Employment Cost to the Company will be **INR 120,000/- (Rs. One Lakh Twenty Thousand) (TDS will be deducted as per IT Act.)**

Your appointment will be effective on your joining on or before **03.07.2023**. You are required to contact us immediately if you need an alternative joining date. Further, any change of joining date must be sent for confirmation over E-mail to [hr@icodexsolutions.com](mailto:hr@icodexsolutions.com)

This Offer Letter is issued based on the information furnished in your application for employment and subsequent interviews. If, at any time in future, it comes to light any of the information is incorrect or any relevant information has been withheld, then your appointment will be terminated with immediate effect.

On joining the company, you shall be on probation for three months. You will abide by the rules and regulations of the company as may be in force from time to time. The detailed Employment Agreement will be given to you at the time of joining.

Kindly sign the copy of this letter indicating your acceptance of the above-mentioned terms and conditions and return the same to us.





We expect you to join on or before **03.07.2023** in line with discussions with you, otherwise this offer will stand withdrawn automatically.

The company looks for long – term association with all its employees and expects the same from you. We look forward to your joining our organization and we are happy to welcome you to iCodex Publishing Solutions Private Limited.

Sr. no.	Salary	Increment
1.	10000/month for first 3 month	Training and joining period.
2.	15000/month for next 3 months	Based on your performance, you will get the confirmation from manager for this salary.
After completing 1 year based on your performance you will be getting appraisal.		

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Sushmita', with a horizontal line underneath.

Mrs. Sushmita Sontakke

Jr. HR Executive



HRD/2T/1002857630/21-22

November 22, 2021

Ms. Janhavi Jetla  
R-109, 15, Queens Garden,  
Purandar Vasahat, Gen. Arun Vaidya Road,  
Pune-411001  
India

Ph: +91-9067002079

Dear Janhavi,

Welcome to Infosys!

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

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

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

Warm regards,

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

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2021.11.22 12:58:32 IST  
Reason: Digitally Signed  
Location: Bangalore



INFOSYS LIMITED  
CIN: L85110KA1981PLC013115  
44, Infosys Avenue  
Electronics City, Hosur Road  
Bangalore 560 100, India  
T 91 80 2852 0261  
F 91 80 2852 0362  
askus@infosys.com  
www.infosys.com

HRD/1002857630/21-22

November 22, 2021

Ms. Janhavi Jetla  
R-109, 15, Queens Garden,  
Purandar Vasahat, Gen. Arun Vaidya Road,  
Pune-411001  
India

Ph: +91-9067002079

Dear Janhavi,

Congratulations! We are delighted to make you an offer as **Operations Executive - Trainee** and your role is **Operations Executive**.

Here are the terms and conditions of our offer:

### Joining

Your scheduled date of employment with us will be **09-Dec-2021**.

### Location

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

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

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

### Training

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



## Probation and Confirmation

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

## Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

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

## Increments and Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

## Transfer

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

## Agreement

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





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

### **Passport and Driving License**

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining duty. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

### **Compensation and Benefits**

#### **Salary**

Your Total Gross Salary will be **INR 18,581** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I.

In addition to your gross salary, you will receive an additional Personal Allowance of **INR 461** per month. This allowance will be paid to you during your probation period, on the condition that your base location remains Bangalore/Mysore/Mangalore/Hubli. This allowance will be discontinued in case of a change in your base location due to official or personal reasons or upon confirmation (whichever is earlier).

#### **Ex - Gratia / Bonus**

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

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

#### **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.



You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 6,200,000** of which **INR 3,200,000** is covered towards natural death, and **INR 3,000,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 200**. The details of the Scheme would be available to you when you join the Company.

### Notice Period

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

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

### Background Checks

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

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

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

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



## Other Terms and Conditions

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

Our offer to you as an **Operations Executive** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program 2020-21. These eligibility criteria for the Role of an Operations Executive, has already been clearly communicated to you and your college during the selection process. You will also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys.

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

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

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

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

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



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

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

Your employment will be governed by the rules, regulations and policies of the Company.  
The terms of this offer letter shall remain confidential and are not to be disclosed to any third party.  
As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

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

Yours sincerely,

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

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

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sign your name

\_\_\_\_\_  
Print your full Name

\_\_\_\_\_  
Location

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2021.11.22 12:58:32 IST  
Reason: Digitally Signed  
Location: Bangalore



INFOSYS LIMITED  
CIN: L85110KA1981PLC013115  
44, Infosys Avenue  
Electronics City, Hosur Road  
Bangalore 560 100, India  
T 91 80 2852 0261  
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askus@infosys.com  
www.infosys.com



## ANNEXURE - I

(Compensation)

COMPENSATION DETAILS (All figures in INR per month)	
NAME	Ms. Janhavi Jetla
ROLE	Operations Executive
ROLE DESIGNATION	Operations Executive - Trainee
<b>1. MONTHLY COMPONENTS</b>	
BASIC SALARY	13,582
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,580
<b>MONTHLY GROSS SALARY</b>	<b>16,162</b>

<b>2. ANNUAL COMPONENT</b>	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	136

<b>3. RETIRAL BENEFITS</b>	
PROVIDENT FUND - 12% of Basic Salary	1,630
GRATUITY - 4.81% of Basic Salary*	653
<b>FIXED GROSS SALARY (1+2+3)</b>	<b>18,581</b>
<b>TOTAL GROSS SALARY</b>	<b>18,581</b>

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
<b>SALARY LOAN</b> (subject to submission of Trainee Agreement)	12000	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				
Employee State Insurance ("ESI") may be applicable to employees as per the applicable statutory regulations. If ESI is applicable, the employee and the employer will contribute towards ESI as per the provisions of the ESI Act, 1948.				





07-Jun-2021

Dear Ronek Kaur Inderjeet Singh,  
B.Sc., Computer Science  
St Mira'S College For Girls

**Candidate ID – 15746498**

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 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 **251,999/-**. This includes an annual target incentive of INR **12,000/-** 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 **Rs.284,111/-**. This includes an annual target incentive of INR **12,000/-** as well as Cognizant's contribution 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.

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 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 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:

- 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.

### 3.2 Continuous Skill Development (CSD) Program:

- 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.

### 3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

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:**



### Compensation and Benefits

**Name:** Ronek Kaur Inderjeet Singh

**Designation:** Programmer Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	6500	78,000
2	HRA*	2600	31,200
3	Company's contribution of PF #	1475.892857	17,711
4	Advance Statutory Bonus***	2000	24,000
5	Special Allowance*	5330	63,960
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	469	5,628
	<b>Annual Gross Compensation</b>		<b>220,499</b>
	Incentive Indication (per annum)**		12,000
	<b>Annual Total Compensation</b>		<b>232,499</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>251,999</b>

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





**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.



**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

Ronek Kaur Inderjeet Singh, 21, 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



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;

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
- 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    Ronek Kaur Inderjeet Singh**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_





**Uzma Shaikh**  
**78988**

**Confidential**

**Subject: Performance Review FY 2022-2023 - Salary Increment Letter**

**Issue Date: 01/04/2023**

**Dear Uzma,**

The year 2022-23 was fraught with geo-political evolutions and market fluctuations for the world at large. Ubisoft too, was impacted by the ever-changing landscape due to shifting customer demands and overall industry & economic turmoil.

We are aware and stand by the fact that since Ubisoft's creation, we have had our fair share of successes and have also navigated difficulties – after all of which, we have come out triumphant. It is our ability to bounce back together, and leverage our strengths, that has, and will always make the difference. The industry's prospects remain promising, and we are confident of our position to build on this momentum.

Considering the macro-economic impact on the market and further to the recent global direction to our business strategies, we continue to be mindful of utilizing our investments responsibly.

As a recognition of your performance in the year FY2022-2023, your salary is being revised effective 01-Apr-2023. Your salary revision- while a reflection of your individual contribution and the performance discussion you have had with your Manager- is also based on factors like business performance, overall industry conditions and market parity & equity.

Your revised total CTC would therefore be **370453/-** Per Annum which will be effective from 01-Apr-2023.

Along with this communication, you will find attached, an Annexure with a revised salary structure. All other terms and conditions of your employment will remain the same.

Please reach out to your Manager and/or HRBP in case you require additional information.

We thank you for your efforts and dedication, which is powering us to move forward in the right direction together.

**Ubisoft India HR**

**\*\*Please note that the matter of your compensation is confidential information of the company. Any discussion or disclosure of your compensation with anybody other than your departmental head or HR will be considered as breach of agreement by you. Your compensation package is unique to you and not for comparison with other employees of the company\*\***





## Annexure

**Uzma Shaikh**

Your Annual Fixed CTC w.e.f April 1st, 2023		328,909.00
Components	Monthly (in Rs)	Annual (in Rs)
Basic	15,000.00	180,000.00
HRA	4,500.00	54,000.00
Conveyance Allowance	0.00	0.00
Employer's Contribution to PF	1,800.00	21,600.00
Medical Reimbursement	0.00	0.00
LTA	0.00	0.00
Sodexo Meal Coupons	0.00	0.00
Entertainment Allowance	6,109.00	73,308.00
<b>Fixed CTC (A)</b>	<b>27,409.00</b>	<b>328,908.00</b>
Gratuity	721.00	8,654.00
** Bonus	2,741.00	32,891.00
<b>Total CTC (B)</b>	<b>30,871.00</b>	<b>370,453.00</b>
Deductions	Monthly (in Rs)	Annual (in Rs)
Employer's Contribution to PF	1,800.00	21,600.00
Employee's Contribution to PF	1,800.00	21,600.00
Sodexo Meal Coupons	0.00	0.00
Professional Tax	200.00	2,500.00
<b>Total Deductions (C)</b>	<b>3,800.00</b>	<b>45,700.00</b>
	Monthly (in Rs)	Annual (in Rs)
<b>Net take salary =(A)-(C)</b>	<b>23,609.00</b>	<b>283,208.00</b>

Net and gross salary is applicable to Professional tax and Income tax, Hence the deductions towards the same will be made separately.

**\*\*Bonus will be paid annually based on the company's and individual performance, In Lieu of Statutory Bonus**



Ubisoft Entertainment India Private Limited

Registered Office : Level 6, B-3, The Cerebrum IT Park Kalyani Nagar Pune MH 411006 IN

Branch Office : Sigma Building – Unit 6, 6th floor, Technology Street – Hiranandani Gardens, Powai - 400076 Tel : 020-6642 4500/022-68400500

CIN : U72200PN2008FTC131975 Email : UbisoftIndia@ubisoft.com

www.ubisoft.com



Ubisoft Entertainment India Private Limited  
Level 6, Building No. B-3, Kumar Cerebrum,  
Kalyani Nagar, Pune, 411006

27-Sep-22

Sanjana Gaikwad (Employee ID: 79821)

Followed By: Sweta Pradhan

Dear Sanjana Gaikwad,

Further to our discussions, we are delighted to offer you an appointment with Ubisoft Entertainment India Private Ltd., Pune ("Ubisoft" or the "Company") for the post "**Junior Game Tester**", as per the terms of reference given below.

#### Terms and Conditions

1. You will be governed by the rules, regulations and other Company policies including without limitation the Employee Handbook ("**Company Policy**") of Ubisoft as applicable, enforced, amended or altered from time to time during the course of your employment.
2. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, your roles and responsibilities may vary. You are required to report to our office in Pune. You will be reporting to such person in Ubisoft as may be indicated to you from time to time. However, your services are transferable and can be seconded or deputed by the Company to any of the Ubisoft operations or operations of Ubisoft's associate Companies in India or abroad. Ubisoft further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Ubisoft or as part of any restructuring or amalgamation or such other plan implemented by Ubisoft or by which Ubisoft is bound, on such terms and conditions as applicable to such plan.
3. Subject to your accepting this appointment letter and reporting to duty on or before 27-Sep-22, your appointment is effective from the date of joining. During your service, either party may terminate this appointment by giving **30 Days** in writing or payment of salary in lieu thereof.

Ubisoft may immediately terminate your services without any compensation or notice thereof, if you are in material breach of your responsibilities which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least seven days after receipt of notice from Ubisoft. In the event of your continuous absence for a period of ten consecutive working days or more or overstaying the sanctioned leave without sufficient grounds, proper or satisfactory explanation and without formal request or permission from the Ubisoft management for the same, you shall be deemed to have abandoned and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company.

In the event, termination is initiated by you, Ubisoft may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period. Upon termination for whatever cause or reason, you shall return all company property including books, papers, and documents whether in hard copy or in soft form, entrusted to you during the course of your employment with Ubisoft. Ubisoft may, in its sole discretion, deduct the value of the property not returned by you in the full and final settlement.

4. You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Ubisoft, you shall (a) use your best endeavor to defend and promote the business interests of Ubisoft; (b) devote your full time, attention and efforts to serve Ubisoft; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including in any activity, which competes

1 | Page



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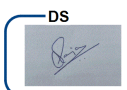
[www.ubisoft.com](http://www.ubisoft.com)





with activities of Ubisoft or conflicts with your position in Ubisoft. You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with Ubisoft is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of Ubisoft, which consent may be granted at Ubisoft's sole discretion.

5. The company will be working Monday through Friday **from 8:00 a.m. to 5:00 p.m.** with an hour lunch recess and your working hours will be as advised to you by your superiors from time to time. Actual work timings and shifts may vary from time to time based upon business and customer service requirements. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.
6. You will be entitled to twenty-three (23) working days leave per annum, to be taken by agreement with the company. Employees shall be entitled to encashment of up to 8 days of leave that has accrued to them during their course of employment with Ubisoft. The leaves shall be encashed as per the eligibility limits subject to the policy of the company within 7 days from the date of submission of request. Before the completion of six months of employment, you will be eligible for leaves on pro rata basis.
7. Ubisoft shall observe the national holidays and other optional holidays as per the Bombay Shops and Establishment Act, 1948.
8. Your appointment shall be subject to the verification of your credentials, testimonials, reference checks and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated without notice or compensation.
9. You may be required to sign any relevant confidentiality agreement as per Company Policy / Practice. Specifically, however, you will have to comply with the Company's non-disclosure policy.
10. The Employee shall not, during the term of his employment and for a period of 6 months following termination ("Restricted Period"), directly or indirectly, whether as owner, partner, investor, consultant, agent, co-venturer or otherwise (other than through ownership of publicly-traded capital stock of a corporation which represents less than five percent (5%) of the outstanding capital stock of such corporation), (i) compete with the Company in any business activities which are similar to or might reasonably be expected to compete or conflict with any aspect of the business of the Company, or which affect the proper and efficient performance of the Employee's duties ("Restricted Business"), [without the prior written consent of the Company], or (ii) undertake any planning for any Restricted Business [without the prior written consent of the Company].
11. The Employee shall not, during the Restricted Period, directly or indirectly, (i) hire or attempt to hire any employee of the Company or anyone who was such an employee within the six (6) months preceding such hire or attempt to hire, (ii) assist in hiring or any attempt to hire of anyone identified in clause (i) of this sentence by any other person, or (iii) encourage any employee or independent contractor of the Company to terminate his relationship with the Company.
12. The Employee shall not, during the Restricted Period, directly or indirectly, solicit or encourage any customer or prospective customer of the Company to terminate or diminish its relationship with any of them, or to conduct with any person any business or activity which such customer conducts or proposes to conduct with the Company.







13. Ubisoft acknowledges that certain confidential information of the Company, whether or not marked as such, may be disclosed or made available to you by virtue of your appointment. You shall not disclose or use at any time, either during or after termination of employment, for yourself or for the benefit of any third party, except as required in your duties to the Company, any proprietary/confidential information, whether or not developed by you, unless you first obtain approval from the management or unless and until such information shall have become general public knowledge by any means other than disclosure by you. Your obligations of confidence and non-use shall survive termination of his employment with the Company.
14. You shall not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Ubisoft or its subsidiaries or affiliates, except with prior written approval.
15. Your gross annual compensation (Cost to Company) shall be **Three Lakh Forty-Three Thousand One Hundred and Ninety-Two Rupees Only** and shall be subject to statutory deductions such as Income Tax, Profession Tax, Provident Fund, etc. Ubisoft assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility. Provided however, Ubisoft may from to time, deduct any statutory deductions / withholding tax as may be required by applicable law that has to be complied with as an employer.
16. All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Ubisoft and you confirm and agree that you shall not be entitled to claim any rights over such intellectual property. If required by Ubisoft, during or after the term of this engagement, you shall assign and transfer in favour of Ubisoft or, at the request of Ubisoft, in favor of any of its subsidiary, affiliate or customers, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Ubisoft may require, to effectually vest in Ubisoft, any of its subsidiary, affiliate or customers as Ubisoft may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.
17. During the course of your employment with Ubisoft, you may be required to undergo some training programs or engage in some process implementation or other skill enhancement activities in India or abroad. Ubisoft shall bear the costs and expenses in relation to such programs. However, you will be required to be in the employment of Ubisoft for a minimum specified period (which will not be longer than one year) after such programs, failing which you will be required to reimburse a part of such costs and expenses incurred by Ubisoft in relation to such programs. Your refusal to undergo such programs on such terms would be considered as a material breach of the terms of employment, unless the grounds of refusal are approved as reasonable by Ubisoft, and in such case, Ubisoft shall have the right to terminate this engagement, by giving you notice as referred to in paragraph 3 above, without being under obligation to make any payments to you.
18. Subject to earlier termination of this engagement, you shall retire on your 60<sup>th</sup> birthday or the day immediately preceding such date, if your birthday does not fall on a working day.
19. The terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness.





We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association between you and Ubisoft. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

Kindly return a copy of this letter duly signed by you in acceptance of the terms and conditions set out therein.

Regards,

For Ubisoft Entertainment India Private Limited,

Authorized Signatory: Kaushiki Srivastava – HR Director


Date: 27-Sep-22

20. I hereby accept and agree to this employment contract. I promise to abide by the rules, regulations and other Ubisoft Company Policies as applicable, enforced, amended or altered from time to time during the course of my employment and abide by any agreement entered between myself and Ubisoft.

Further, I hereby accept and agree that although a copy of the Ubisoft Employee Handbook was not made available to me for review, all the terms and conditions thereof have been explained to me and I agree to abide by them.

Name: Sanjana Gaikwad

Signature:

DocuSigned by:  
  
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Date: 27-Sep-22





## Annexure A

Position Title: **Junior Game Tester**

**Total Cost to Company (CTC): INR 343,192.00 p.a.**

Your compensation is **Three Lakh Forty-Three Thousand One Hundred and Ninety-Two Rupees Only** per annum on a cost to company basis and will be broken up under various heads based on company policy.

This amount includes all benefits and variable pay as described below and may be varied from time to time subject to Ubisoft's discretion.

### Salary Structure:

Components	Monthly( in Rs)	Annual(in Rs)
Basic	14,200.00	170,400.00
HRA	4,260.00	51,120.00
Entertainment Allowance	5,119.00	61,425.00
Employer's Contribution to PF	1,800.00	21,600.00
<b>Fixed CTC (A)</b>	<b>25,379</b>	<b>304,545</b>
Gratuity	683.00	8,192.00
**Bonus	2,538.00	30,455.00
<b>Total CTC (B)</b>	<b>28,600</b>	<b>343,192</b>
Deductions	Monthly( in Rs)	Annual(in Rs)
Employer's Contribution to PF	1,800.00	21,600.00
Employee's Contribution to PF	1,800.00	21,600.00
Income Tax	...	...
Sodexo Meal Coupons	...	...
Professional Tax	200	2,500
<b>Total Deductions (C)</b>	<b>3,800</b>	<b>45,700</b>
	Monthly( in Rs)	Annual(in Rs)
<b>Net take salary =(A)-(C)</b>	<b>21,579</b>	<b>258,845</b>
Net and gross salary is applicable to Professional tax and Income tax		
Hence the deductions towards the same will be made separately.		

**Bonus will be paid annually based on the company's and individual performance.**

**\*\* In Lieu of Statutory Bonus**

**Note – Amounts towards the Income Tax and Professional Tax, PF, ESIC (As Applicable) at applicable rates would be deducted at source.**





Profession tax deducted is Rs. 200 per month from April to February and Rs.300 for the month of March.

Ubisoft employees are also entitled to a variable target performance bonus up to 10%. This bonus is not guaranteed and will be based on achievements of performance milestone.

The Provident Fund and Gratuity shall be administered according to the policy of the company on a uniform basis for all the employees. Fixed CTC (cost to company) includes the company's contribution to Provident Fund.

#### Annexure B:

##### Employee Benefits:

##### A) Medclaim Insurance:

- You, your Spouse and Kid (Upto 2 kids) are covered under New India Assurance for medical expenses following hospitalization/domiciliary coverage.
- Coverage limit is 3 lakhs.

##### B) Life Insurance:

- Life Insurance is payable in case of demise only.
- You will be covered for 2 times of your current Fixed CTC with minimum of 5 lakhs coverage.

For Ubisoft Entertainment India Private Ltd.

Authorized Signatory: Kaushiki Srivastava – HR Director

##### Employee Acceptance

Name: Sanjana Gaikwad

Signature: DocuSigned by:  
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**July 30, 2021**

**To,  
Rutuja Kashinath Maval  
Wadgao Sheri, Sarve No 48/3,  
Ganesh Nagar, Pune City, Pune  
Maharashtra - 411014**

**Employment Offer Letter**

Dear **Rutuja Kashinath Maval**,

On behalf of the management team at Deluxe Entertainment Services India Private Limited, I am very pleased to offer you employment in Deluxe Entertainment Services India Private Limited, (hereinafter referred to as the "Company") at our Pune SEZ facility.

Your employment will commence on **August 02, 2021** you will have the designation of "**Data Technician**" from the date of commencement of your employment.

You will be subject to the detailed terms that are attached to this employment letter as Annexure A ("Terms of Employment"). You will also be governed by the rules and regulations of the Company that may be modified from time to time, at the discretion of the Company.

The details of your compensation, including the breakup of compensation are contained in the worksheet attached to this letter as Annexure B.

Please sign and return the employee statement attached to this letter indicating your formal acceptance of the terms and conditions of employment offered herein. Kindly note that this offer is contingent upon the following:

- Your email acceptance of the offer no later than **August 02, 2021**.
- Providing satisfactory documented evidence of having terminated your previous employment
- Submission of last 3 months' pay slips from your last employer
- Successful completion of background verification and medical check that we may carry out on the personal / educational and work experience details and other information provided by you.

Kindly also note that this offer stands cancelled in case we do not receive your formal acceptance on or before **August 02, 2021**.

We look forward to having you join the Deluxe Team!

Sincerely,

Signature\_\_\_\_\_

**Name: Rajendra D. Ahire  
Deputy Manager – Human Resource  
Deluxe Entertainment Services India Private Limited**





## **ANNEXURE A**

### **TERMS AND CONDITIONS OF EMPLOYMENT**

#### **1. Nature of Employment**

- (a) Upon commencement of your employment with the Company, you will be designated with the position of “**Data Technician**” of the will be working for **Deluxe Entertainment Pvt Ltd.**
- (b) **As a “Data Technician” for Deluxe Entertainment Pvt Ltd. your key responsibilities would be:**
- Process incoming client-supplied content and outgoing work deliveries to keep the data flow moving efficiently.
  - Maintain a current and accurate understanding of all work-in-progress in the production and delivery areas to ensure on-time and accurate delivery of content.
  - Manage Hard Drive, FTP, Aspera, Signiant and Smartjog delivery mechanisms.
  - Ensure completed service orders are processed and forwarded for invoicing.
  - Troubleshoot and resolve operational issues and perform root cause analysis
  - Maintain a positive team relationship through both written and verbal communication, as well as accurately fulfilling needs and resolving problems accurately, on time, with high quality standards and a positive attitude.
  - Engage in on-going training programs as necessary.
  - Complete additional duties as required.
- (c) The Company has the sole discretion to modify the terms and conditions of your employment and the nature of your duties and designation at any time as it may deem appropriate without assigning any reason and you will be expected to undertake all responsibilities that may be assigned to you by the Company at any time.
- (d) You will report to such person as may be designated by the Company from time to time and shall be subject to supervision as per the policies and discretion of the Company.
- (e) The nature of your employment will be “at will” and no fixed period of employment in the Company is applicable to you. However, you or the Company may terminate the employment as per the provisions contained herein.
- (f) You acknowledge that there are no express or implied agreements which contradict this provision of at will employment, that the only person empowered to modify or alter this provision of at will employment is the Company President or Vice-President, and that any agreement to modify the at will status of your employment must be in writing and fully executed by the President or Vice-President and yourself. You further understand that this acknowledgment supersedes all previous agreements, written or oral.



- (g) Your retention in the Company's employment will be subject to your continued medical fitness. The Company reserves the right to ask you to undergo medical examinations if and when considered necessary by it.

## **2. Standard Conditions of Employment**

In addition to the Terms of Employment contained herein, you shall be subject to and bound by the Standard Conditions of Employment of the Company. The Standard Conditions of

- (a) Employment of the Company will be communicated to you from time to time or be accessible by you on the Company's intranet.
- (b) The Standard Conditions of Employment will relate to various matters relating to your working with the Company, including hours of work, holidays, leave, code of conduct, employee benefits, Security Policy, confidentiality policy, dress code, etc.
- (c) Such Standard Conditions of Employment are deemed to include other policies of the Company that may be created including the Policy for Prevention of Harassment at the Workplace, Internet and Network Use Policy, Intellectual Property Policy, etc.
- (d) The Standard Conditions of Employment may be changed by the Company from time to time at the sole discretion of the Company and you shall be bound by such changed Standard Conditions of Employment forthwith, upon receipt of notice of the same and you will faithfully observe and abide by the same.
- (e) In the event of any violation of any term of The Standard Conditions of Employment you would be disciplined, including demotion, at any time at the discretion of the Company.

## **3. Probation Period**

- (a) **You will be on probation with the Company for a period of 03 Months from the date of commencement of your employment with the Company.**
- (b) If your performance with the Company during the period of probation is considered satisfactory by the Company, on completion of the probation period, you will be confirmed by the Company.
- (c) The Company shall have the discretion to extend the probation by such period as it considers necessary if it believes that you have not performed satisfactorily during the probation period but that it is reasonably possible that your performance will improve in the near future.
- (d) The decision of the Company on whether to confirm your employment with the Company, extend the period of probation or terminate you shall be final.
- (e) During the period of probation, you and the Company shall both have the right to unilaterally terminate your employment upon providing a minimum one-month notice in writing, or salary in lieu of such notice. In the event you resign without complying with these requirements, the company will be forced to with-hold full and final settlement of dues as well as issue of official relieving letter until this requirement is satisfied.



#### **4. Representations**

- (a) You hereby represent that all the contents of your application, resume, testimonials, references, previous employment details and other information furnished by you are true, complete and accurate. You acknowledge and agree to the company's right to carry out background verification checks, as well as reference checks, and understand that this offer of employment is valid subject to satisfactory reference and background verification checks.
- (b) If any of the above particulars are found to be incorrect, incomplete or misleading in any way, the Company shall have the right to terminate your employment forthwith, without the requirement of providing you any notice or compensation in lieu thereof.

#### **5. Whole Time Employment**

- (a) You shall be a full-time employee of the Company and will devote your professional energies entirely towards the conduct of your duties under your employment with the Company.
- (b) During your employment with the Company, you shall not simultaneously engage yourself in any other employment, business or professional activity (other than normally acceptable personal investment activity), whether part-time or full-time, with or without compensation, directly or indirectly, without prior written consent of the Company.

#### **6. Compensation**

- (a) In consideration for your employment with the Company, you shall be paid a monthly compensation as detailed in Annexure B.
- (b) The compensation payable to you shall be entirely at the discretion of the Company. Performance and compensation reviews will take place each year in March, and the new CTC will go into effect on the following April 1. You will be eligible to participate in the Company's bonus plan, under which, on an annual basis, an amount of up to 15% of your annual basic compensation can be earned depending on whether certain performance targets are met. However, the Company makes no representation of any increase in compensation, either with regard to the quantum or duration of such increase in compensation.
- (c) In addition to the above, during the period you are employed by the Company, you will be entitled to certain perquisites and benefits as may be decided by the company at its sole discretion from time to time. You understand and acknowledge that the Company reserves the right to modify or withdraw any or all of the above-mentioned benefits at its sole discretion as and when deemed necessary.
- (d) Your compensation is based on your qualifications, skill sets and overall experience. Therefore, the compensation payable to you by the Company is unique and personal and any comparison of the same with those of others will be of no relevance.
- (e) Except to the extent prescribed by law, the breakup of compensation shall be entirely at the discretion of the Company but will be based on such factors as level of employment, tax efficiency, fairness and management convenience.
- (f) Your terms of employment and compensation are strictly confidential, and you shall not divulge the same to any other employee of the Company except where required by Company policy.



- (g) The Company makes no representation that it shall at any time offer you shares in the Company or options underlying those shares. If and when the Company implements an employee stock option scheme, the Company may, at its discretion apply such scheme to you.

## **7. Tax Liability**

- (a) The tax liability, if any, including income tax, arising on your compensation will be your personal liability and will be governed by the tax laws of the country wherein your services are provided. The Compensation mentioned in Annexure B is provided on a gross basis.
- (b) The Company reserves the right to deduct tax at source from any component of your compensation and take such other actions as required by applicable law.

## **8. Safe Custody of Company Material**

- (a) You will be responsible for keeping safe and in good condition and will truly and faithfully account for and deliver to the Company, all Company material entrusted to you, including, but not limited to all moneys, securities, cellular phones, laptop, car and other equipment (“Company Property”) and other property belonging to the Company which you may receive for, from or on account of the Company.
- (b) In the event of any damage or loss to the Company Property entrusted to you, you shall be liable for the same and the Company reserves the right to deduct the cost of such articles from your compensation or take such other action that it may deem appropriate.

## **9. Corrupt Practices**

- (a) During the period that you are employed by the Company, you **shall not**, either on behalf of the Company or in the pretext thereof, offer any Government Officer any consideration for the performance of any assessment or decision that may be favorable to the Company, other than the legally acceptable, official and Company approved consideration. The Company follows a zero-tolerance policy towards corrupt practices and you shall strictly abide by the provisions of this section. The Company treats any violation of this section very seriously and shall take strict action including and up to termination of employment.
- (b) A Government Officer includes any person working in or acting on behalf of any person working in any organization that is part of a government of any country or which is wholly or partially controlled by such government or which exercises any quazi-government function.
- (c) You may offer a gift to any Government Official on behalf of the Company provided it is approved by the Company or its policies and such gift is not sought to influence the decision of such Government Officer.
- (d) During the period that you are employed by the Company, you shall not, either while acting on behalf of the Company or in the pretext thereof, accept from any person or entity, any consideration for any assessment or decision may be favorable to that person or entity. Such consideration shall include any item or conduct that may be of value such as a gift, bribe, payment, performance, favor, etc.



## **10. Special Requirements**

- (a) You acknowledge that in view of the Company's intention to conduct business and service customers all over the world, you shall conform to such additional practices as may be required by the Company.
- (b) Such practices may include special requirements prescribed by customers of the Company, including relating to standards for the protection of confidential information.
- (c) You acknowledge and consent to the company's unfettered right to conduct employee bag searches at its sole discretion as and when deemed necessary, in pursuance of its security policies aimed at ensuring safety and integrity of its clients' intellectual property /assets, while in our custody.

## **11. Transfer**

- (a) Your initial posting will be in Pune, India. However, the Company reserves the right to transfer your services to any of its other branches/locations/departments/ offices/sites/ affiliated companies or divisions of the Company either in India or abroad as it may deem necessary solely at the discretion of the Company and for such period of time that the Company deems appropriate.
- (b) The Company also reserves the right to transfer your services under substantially the same terms and conditions contained herein, to any successor-in-interest by virtue of any corporate restructuring, amalgamation, takeover or merger by or of the Company.

## **12. Training and Employee Undertaking**

- (a) In the event the Company incurs substantial expenses in order to provide you with training, work experience or otherwise significantly improves your skills and capabilities, ("Knowledge Transfer") you agree that the Company shall be entitled to reasonably recoup the benefits of such expenses through your continued employment with the Company.
- (b) Accordingly, in consideration for the provision of such Knowledge Transfer, the Company shall require you to sign an Employee Undertaking, whereby you agree to pay back such reasonable expenses incurred by the Company in this regard as per the terms of the Employee Undertaking.

## **13. Termination**

- (a) If either you or the Company wish to terminate your employment, either party may do so provided a notice period of **02 Months** or payment in lieu thereof shall be given to the other. In case of termination by the Company, subject to the compliance of the period of notice or payment in lieu thereof, the Company shall be entitled to terminate your services irrespective of when you joined the Company in your category of services.
- (b) You recognize that given your responsibility within the organization and the need for a transition should you wish to terminate your employment with the Company, the above period is necessary and reasonable. However, the Company shall have the discretion to waive the period of notice in case of your resignation. In case you fail to comply with the requirements under the above clauses at the time of termination of your services with the Company, the Company may at its sole discretion refuse to provide the "relieving letter"





and/or “reference check”, on your employment with the Company. Further, the Company may notify your prospective employer of your obligations under this letter and the breach thereof committed by you.

- (c) The Company shall be entitled to terminate your employment “for cause” forthwith, without notice or compensation in the event you:
  - (i) have been found guilty of any misconduct or indiscipline;
  - (ii) have violated any of the Terms of Employment or Standard Conditions of Employment;
  - (iii) have been persistently unpunctual, or neglected your duties or performed your duties in a manner unacceptable to the Company;
  - (iv) Become the subject of bankruptcy.
  - (v) Are convicted for any offence under any law for the time being in force in any jurisdiction.
  - (vi) Do not have the mental or physical capacity to carry out your official functions, responsibilities or duties.
  - (vii) Commit any act detrimental to the interests of the Company.
- (d) Upon termination of your services as contained herein, the Company shall, at its discretion be entitled to provide to you an opportunity for re-employment at such terms and conditions as it may deem fit, provided however that such right of the Company to provide you an opportunity for re-employment shall not be deemed to be an obligation of the Company.

#### **14. Consequences of Termination**

- (a) You shall at the time of leaving the employment of the Company, deliver back to the Company any and all Company Property, all books, documents, money, securities devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, equipment, confidential information or any other documents or property, or reproductions of any of the aforementioned items belonging to the Company or for which the Company is liable to others and which shall be, or which ought to be, in your charge or custody pursuant to your employment with the Company or otherwise in the possession of the Company.
- (b) You agree that you shall not copy, duplicate, recreate or record or otherwise keep in possession or deliver to anyone other than the Company, any of the aforementioned items.
- (c) Upon your termination or resignation, you shall handover charge to any official designated in this behalf and settlement of accounts, if any, will be only after this is done.

#### **15. Confidentiality and Intellectual Property Protection**

- (a) You shall execute the Company’s Employee Intellectual Property and Confidentiality Protection Agreement in relation to protection of the company’s confidential information and intellectual property and agree to be bound by its terms.



- (b) You will also agree to abide by, and scrupulously honor all security guidelines, rules and regulations implemented by the company aimed at protecting the security and integrity of all clients' intellectual property rights/assets while in our custody.
- (c) You understand and agree to honor in letter and spirit the obligation to abide by the requirements of the confidentiality agreement even after your employment with the company has ended.

**16. Non Solicitation / Non Compete**

- (a) During the term of your employment and for a period of three (3) years thereafter you shall not directly or indirectly, without the prior written consent of the Company, (a) solicit, recruit, hire, encourage or induce any employees, directors, consultants, associates, contractors or subcontractors of the Company to leave the employment of the Company or negatively alter their relationship with the Company, either on your own behalf or on behalf of any other person or entity
- (b) During the term of your employment and for a period of three (3) years thereafter you shall not directly or indirectly, or through any third party, solicit business from, any customer of the Company.
- (c) During the term of Employee's employment with the Company and for a period of three (3) years thereafter you shall not, directly or indirectly, engage in, as an employee, associate, consultant, proprietor, partner, director or otherwise, or have any ownership interest in, or participate in any business with any competitor of the Company.

**17. Dispute Resolution**

- (a) Except as provided herein, all disputes in relation to this Agreement shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- (b) The arbitration shall be conducted by a single arbitrator to be selected by you out of a list of three arbitrators provided by the Company.
- (c) The arbitration proceedings shall take place at Pune, India and shall be conducted in English.
- (d) You acknowledge that damages will not be an adequate remedy in the event of breach of any of your obligations under this Agreement. You therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available) to obtain injunctive or equitable relief from any court of competent jurisdiction.



## **18. Retirement**

- (a) You understand that the age for retirement is 60 years as per the company's current policy.
- (b) The Company will provide a notice period in writing to you in advance of the retirement date. This notice period is usually one month. The company retains the right to offer payment to the employees in lieu of notice.
- (c) The Company, at its sole discretion, retains the right to grant extension beyond the retirement age, should you wish to work past that date.
- (d) In the event that you work past the retirement age, you will not be deemed to be a permanent employee, and the Company will retire you once the required notice period has been served.

You acknowledge and understand that the company does not currently provide any retirement benefits, other than that mandated by prevailing statutory regulations, i.e. Gratuity and Provident Fund.

## **19. Miscellaneous Provisions**

- (a) Change of Address - You will promptly inform the Company in writing of any change in your residential address or contact details.
- (b) PAN CARD – You will submit a copy of your PAN CARD on joining the company. If PAN CARD not in possession, you are required to apply immediately and submit a copy within a stipulated period of two weeks, failing which any payment due to you may be withheld or adversely delayed.
- (c) Governing Law - This Agreement shall be governed by and construed in accordance with the laws of India.
- (d) Waiver - No inaction, act or omission by the Company shall be considered as a waiver by the Company of any of its rights herein unless specifically waived by the Company in writing.
- (e) Invalid Provision – If any of the Terms of Employment are invalid under law, such provision shall be replaced by another provision, which most nearly effectuates the same result as the impugned provision.





## **ANNEXURE B**

### **COMPENSATION**

<b>Component</b>	<b>Monthly</b>	<b>Annual</b>
Basic	14,285	1,71,420
HRA	1,405	16,860
PF Employer	1,800	21,600
ESIC Employer	510	6,120
<b>Total Cost To Company</b>	<b>18,000</b>	<b>2,16,000</b>

Note:

- CTC figure includes deductions for PF and all applicable taxes.
- Eligibility for annual increment is subject to joining on or before September 30<sup>th</sup> in any calendar year.







## EMPLOYEE STATEMENT

I accept employment at Deluxe Entertainment Services India Pvt. Ltd., commencing on the date stated above, as per the terms laid out above. I have had the opportunity to ask questions about the Company's policies and rules. I agree to abide by these policies and rules during my employment and understand the consequences if I do not.

Employee Name: **Rutuja Kashinath Maval**

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_





August 16, 2021

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

Dear Akshra Patil

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst – Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise – you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

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





August 16, 2021

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

Dear Akshra Patil

We are pleased to offer you the position of Analyst – Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

#### Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 31, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

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

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune – 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:



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

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

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.





- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
  - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
  - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
  - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
  - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
  - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.







- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Mediciam Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- 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.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com) .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/- annual usage fee





at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.



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ANNEXURE A

DATE	August 16, 2021		
NAME	Akshra Patil	BAND	3
DESIGNATION	Analyst – Risk and Compliance	LOCATION	Pune
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		95000	
<b>Annual Reference Salary</b>		<b>275000</b>	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Medclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal





premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS





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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

PRINTED NAME

*Akshra*  
AKSHRA PATIL

DATE OF JOINING

31/08/2021

DATE

30/08/2021

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

SIGNATURE

PRINTED NAME

DATE





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## Explanation of Compensation Components

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

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





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### Other Benefits- Additional Information\*

#### Group Term Life Insurance Plan:

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

#### Group Personal Accident Plan:

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

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

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

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

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

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

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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)





NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

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

- a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) In case of any injury resulting in Death or permanent total disability.
- c) In case of occupational disease as defined under the Act.

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

*\* IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

#### Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

##### 1) Maternity Leave for:

- a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.
- b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.
- c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.
- d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and





prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.





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**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

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

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

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

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

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







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

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

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

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

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

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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





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

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

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

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

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

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

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

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

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


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

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





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

			30/08/2021
Employee's Full Name	Employee's Signature	Employee Serial No.	Date





## **COVID-19: IBM Initiatives for Employees and Communities**

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

### **Employee Well-being and Safety**

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**  
IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.
- **Meal Delivery Service**  
We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

**Leverage the Power of Tech for good**





- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

#### **Mobilizing the collective power of the IBMers**

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with [United Way of India](#) to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with [StepOne](#). StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

#### **Leveraging our voice and influence to rally global support**

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the [US Chamber of Commerce](#) to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

**Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.**







August 17, 2021

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

Dear Pooja Vijaykumar Gaikwad

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst – Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise – you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

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





August 17, 2021

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

Dear Pooja Vijaykumar Gaikwad

We are pleased to offer you the position of Analyst – Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

#### Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 31, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

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

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune – 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:



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

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

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.





- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
  - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
  - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
  - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
  - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
  - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.





- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Mediciam Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- 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.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com) .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/- annual usage fee







at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.





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ANNEXURE A

DATE	August 17, 2021		
NAME	Pooja Vijaykumar Gaikwad	BAND	3
DESIGNATION	Analyst – Risk and Compliance	LOCATION	Pune
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		95000	
<b>Annual Reference Salary</b>		275000	

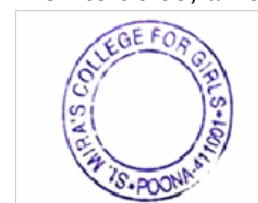
3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Medclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal





premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS





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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



# IBM CONFIDENTIAL

## Explanation of Compensation Components

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

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







## IBM CONFIDENTIAL

### Other Benefits- Additional Information\*

#### Group Term Life Insurance Plan:

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

#### Group Personal Accident Plan:

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

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

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

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

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

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

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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)





NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

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

- a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) In case of any injury resulting in Death or permanent total disability.
- c) In case of occupational disease as defined under the Act.

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

*\* IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

#### Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

##### 1) Maternity Leave for:

- a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.
- b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.
- c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.
- d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and





prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.





**IBM CONFIDENTIAL**

**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

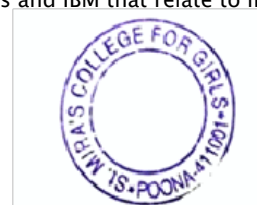
Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received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

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

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

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

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





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

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

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

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

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

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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







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

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

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

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

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

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

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

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

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

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

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





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

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





## **COVID-19: IBM Initiatives for Employees and Communities**

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

### **Employee Well-being and Safety**

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**  
IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.
- **Meal Delivery Service**  
We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

**Leverage the Power of Tech for good**





- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

#### **Mobilizing the collective power of the IBMers**

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with [United Way of India](#) to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with [StepOne](#). StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

#### **Leveraging our voice and influence to rally global support**

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the [US Chamber of Commerce](#) to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

**Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.**



## PROVISIONAL OFFER LETTER

Letter Release Date: 27/03/2023

Dear Ms. Sakshi Shyam Shinde,

**Mindpool Technologies Ltd.** is pleased to offer you a Provisional Offer for the position of "Intern". You will be appointed at the client location.

The CTC (Cost to Company) being offered to you for this position is **Rs. 23392 Per Month**. Please find annexure-1 on page-2 for CTC Break-up in details.

**Date of Joining on:** 06/04/2023

**Base Location:** Pune

**Work Location:** Allscripts Healthcare Technologies (India) Private Limited

Wing 2, Cluster D, 2nd Floor, EON Free Zone, MIDC Kharadi Knowledge Park, Kharadi, Pune, Maharashtra 411014

**Contract End:** 01/10/2023

**Notice Period : 30 Days**

**Please note : This Offer letter shall automatically stand withdrawn in case we do not receive your acceptance within two days from issue of this letter**

### Pre-Onboarding Guidelines

We at Mindpool Technologies feel pre-on boarding process to be a critical and foremost responsibility of the new joiner hence to simplify it, we would request you to follow the process mentioned below:

Joining Document Type	Keep file name of your document as per below (No spaces allowed)	Remarks
Last Two Companies Relieving / Experience Letter (if experienced) combined in one document	Separation	All the documents shall be submitted on or before joining date else joining can't be considered.
Last 3 Months Salary Slip combined in one document (if experienced)	Salary	
Cancelled Cheque/Bank Account Information Snapshot	Bank	
Highest Education Certificate	Education	
PAN Card	PAN	
Aadhaar Card	Aadhaar	All the documents should be submitted in soft copy (pdf, jpg, png) format only.
Passport Size Photo (100*100 Pixel-Resize in Paint)	Photo	
Permanent Address Proof (Passport / Aadhaar/ Light Bill/ Rent Agreement etc)	Address	
HRIS Form	HRIS	
Form-F (Gratuity Nomination)	Gratuity	
Form-2 (PF Nomination)	PFN	One document size should not exceed 1 MB.
Form-11 (PF Declaration)	PFD	
Wage Nomination	Wage	

Please note that your Employment is conditional upon receipt of a satisfactory Background Check.

Appointment Letter will be issued to you only after verification of document which will have all the employment terms & conditions in details. We welcome you to Mindpool Technologies and look forward to along and mutually beneficial association.



**Mindpool Technologies Limited**

Regd. Office: Awfis Space, 3<sup>rd</sup> & 4<sup>th</sup>, GK Mall, Near Konkane Chowk, Pimple Saudager, Pune, Maharashtra – 411027 (IN)

E-Mail: [Info@mindpooltech.com](mailto:Info@mindpooltech.com) [www.mindpooltech.com](http://www.mindpooltech.com)

CIN NO: L72900PN2011PLC138607



## Annexure-1: CTC Structure

	CTC Components	Amount Rs. Per Month
Fixed CTC Components	Basic Salary & DA	15000
	Housing Rent Allowance	1500
	Medical Allowance	0
	Conveyance Allowance	0
	Telephone Allowance	0
	Petrol Allowance	0
	LTA	0
	Meal Card Allowance (If opted)	0
	Uniform Allowance	0
	Special Allowance	2871
	<b>(A) Gross Salary (Sum of above Fixed Components)</b>	<b>19371</b>
Employer Contribution	<b>(B) Bonus (Monthly Amount Paid in Salary)</b>	<b>1250</b>
	Provident Fund	1950
	Welfare Fund (If Eligible)	0
	ESIC & Group Insurance	821
	Gratuity (Paid as per Gratuity Act)	0
	<b>(C) Employer Contribution Total in CTC</b>	<b>4021</b>
	<b>(D) Variable Salary (Performance Based-Paid Annually)</b>	<b>0</b>
	<b>(A+C+D) Total Cost To Company</b>	<b>23392</b>
Employee Deduction	Provident Fund	1800
	LWF (Slab Wise) (If Eligible)	0
	PT (Slab Wise)	200
	Meal Card Allowance (if opted)	0
	ESIC (if applicable)	155
	<b>(E) Total Employee Deduction (Excluding TDS as per Income Tax Slab)</b>	<b>2155</b>
	<b>(A+B-E) Net Take Home</b>	<b>18466</b>

### Notes for CTC Break-up:

**Bonus/Ex Gratia:** Above mentioned amount will be paid monthly in the Salary.

**ESIC (if eligible):** It is for medical benefit which employee gets through Govt only.

**Income Tax/TDS:** It will be deducted from monthly salary as per I Tax Slab/Investment declaration.

**Labour Welfare Fund:** Amount will be deducted as per State Act.

**Profession Tax:** Amount will be deducted as per State Act. For Maharashtra, in February month extra Rs.100/- will be deducted as PT so total Annually Rs. 2500.

**Shift allowance:** Shift Allowance amount is already adjusted in the above CTC & will not be paid extra unless Client pays it separately.

**Group Mediclaim Policy:** For Self (Routing) Only Employee will be covered in Group Mediclaim Policy.

All Statutory and Regulatory deductions will be done as per the prevailing regulations. The Compensation Structure is strictly confidential and must not be discussed with anyone other than your Reporting Manager/ the Human Resources Department. Please feel free to call HRD if you have any query.

For Mindpool Technologies Ltd.



HR Department



**Mindpool Technologies Limited**

Regd. Office: Awfis Space, 3<sup>rd</sup> & 4<sup>th</sup>, GK Mall, Near Konkane Chowk, Pimple Saudager, Pune, Maharashtra – 411027 (IN)

E-Mail: [Info@mindpooltech.com](mailto:Info@mindpooltech.com) [www.mindpooltech.com](http://www.mindpooltech.com)

CIN NO: L72900PN2011PLC138607

**To,  
Ms. Mrinal Kokre.**

**Sub: OFFER LETTER**

Dear **Mrinal**,

It is our pleasure to extend the following offer of employment to you on behalf of **Itvedant Education Pvt. Ltd**, further to the interview and discussions you have had with us. You are expected to join duty on or before **26th June 2023**.

You are appointed to the position of **Assistant Trainer at Pune** and in this capacity, you will report directly to **Mr. Aditya Kale**.  
You will be on a probation period of six months.

Your **annual CTC** will be **Rs.290000/- Per Annum**.

You will need to submit copies of all your original qualification documents, relieving documents, and salary slip (if any) of the last three months with a copy of each, Address Proof, Photo Identity Proof and 3 passport size photographs on the date of joining. This employment offer is subject to clearance of your reference check and documents.

We look forward to an enduring relationship with you.

Yours Sincerely,

For **Itvedant Education Pvt. Ltd**



**Authorized Signatory**



**Verified by**

Our Ref: Anusha Koppala /04/2023

Page 1 of 2

Date: 30.06.2023

To,

Miss. Anusha Koppala,

Dear Anusha Koppala,

We are pleased to offer you the position of **Trainee Developer** in our organization, on terms and conditions, which have been mutually discussed and agreed upon.

Your Annual Total Employment Cost to the Company will be **INR 120,000/- (Rs. One Lakh Twenty Thousand) (TDS will be deducted as per IT Act.)**

Your appointment will be effective on your joining on or before **03.07.2023**. You are required to contact us immediately if you need an alternative joining date. Further, any change of joining date must be sent for confirmation over E-mail to [hr@icodexsolutions.com](mailto:hr@icodexsolutions.com)

This Offer Letter is issued based on the information furnished in your application for employment and subsequent interviews. If, at any time in future, it comes to light any of the information is incorrect or any relevant information has been withheld, then your appointment will be terminated with immediate effect.

On joining the company, you shall be on probation for three months. You will abide by the rules and regulations of the company as may be in force from time to time. The detailed Employment Agreement will be given to you at the time of joining.

Kindly sign the copy of this letter indicating your acceptance of the above-mentioned terms and conditions and return the same to us.



We expect you to join on or before **03.07.2023** in line with discussions with you, otherwise this offer will stand withdrawn automatically.

The company looks for long – term association with all its employees and expects the same from you. We look forward to your joining our organization and we are happy to welcome you to iCodex Publishing Solutions Private Limited.

Sr. no.	Salary	Increment
1.	10000/month for first 3 month	Training and joining period.
2.	15000/month for next 3 months	Based on your performance, you will get the confirmation from manager for this salary.
After completing 1 year based on your performance you will be getting appraisal.		

Yours faithfully,



Mrs.Sushmita Sontakke

Jr. HR Executive

