

.....Moving India Ahead

HIND TERMINALS PVT. LTD.

(Corporate Identity Number: U63030MH2003PTC141927)

Corp. & Regd. Off.: 501 'A' Wing, 215 Atrium, Andheri Kurla Road, Andheri (East) Mumbai - 400 093. (INDIA)

January 20, 2020

Dear Mr. Swarup Dhanawade,

We are pleased to offer you an appointment with our Company as Graduate Trainee at our Nhava-Sheva office. The proposed salary statement is attached.

Your employment is subject to medical examination and issuance of satisfactory report by the Company's Doctor.

Our formal appointment letter will be issued to you on the date of your joining the Company. We expect you to join not later than June 01, 2020.

In case of your resignation within three months of your joining, you will be required to pay an amount equivalent to your one month Cost To Company (CTC) to the organisation.

Kindly sign and return the duplicate copy of this letter in token of your acceptance of the offer letter.

For, Hind Terminals Pvt. Ltd.

Anand Kalaskar

Chief Executive Officer

Accepted and Signed by:

Mr. Swarup Dhanawade

Dated _____



Phone: 67717777 Fax: 67717799 Email: comm@hindterminals.com Website: www.hindterminals.com

HIND TERMINALS PVT. LTD.

Name: Swarup Dhanawade				
Designation: Graduate Trainee				
Location: Nhava-Sh	eva			
Per Month Per Annum				
Basic	16,667	200,000		
HRA	8,333	100,000		
Special Allowance	4,733	56,800		
Conveyance	1,600	19,200		
Provident Fund	2,000	24,000		
CTC	33,333	400,000		





Continuum Managed Solutions LLP

(Converted from Continuum Managed Solutions Private Limited (CIN: U72300MH2011PTC215707) into Continuum Managed Solutions LLP on July 8, 2019)

July 24, 2019

Mr. Shantanu Dnyanoba Ghar Flat – 303, Terna CHS, Plot No. 38 & 39, Sector 12, Kharghar Navi Mumbai - 410210

Private & Confidential

Subject: Offer of Employment

Dear Shantanu

We are pleased to offer employment to you on a full time basis as **Software Engineer-I (Grade-2B)** with Continuum Managed Solutions LLP ("Company") starting **July 03**, **2020** or such other date as may be notified by the Company to you. Your employment will be subject to a 6 month probationary period which period shall commence from the date of your joining the Company. The terms and conditions of your employment with the Company are set out within Annexure "A" attached to this letter.

Your all-inclusive gross annual compensation on a cost-to-company basis shall be **as per Annexure "A"** which is inclusive of the applicable statutory benefits, contributions, bonus (if any) and tax to be deducted at source by the Company.

Please note that our offer of employment is conditional upon satisfactory feedback from your references and necessary background, academic and criminal checks. Our offer is also contingent upon your full and complete disclosure to the Company of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company in this offer for employment. The Company reserves the right to withdraw this offer or terminate your employment without any obligation whatsoever in the event that it determines or believes that any contractual or other obligation may limit your ability to engage in business activities for the Company.

If you wish to accept our offer of employment, please provide your written confirmation within [3] days from the date of this letter and sign and return to us a copy of this letter (along with **Annexure "A"** on or before the date of joining. Our offer shall automatically lapse and stand revoked unless you confirm your acceptance and provide a signed copy of this letter within the prescribed time.

Should you accept our offer, you are requested to provide the Company with copies of the following documents (if not provided earlier) along with 2 recent passport-sized photographs, on the date of joining the Company:

- 1. Relieving letter issued by your most recent employer, if any
- 2. Passport (most recent)
- 3. Aadhar Card
- 4. Relevant educational certificates
- 5. Last drawn payslip
- 6. Permanent Account Number (PAN) card
- 7. Birth certificate.



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

If you have any questions in relation to this offer, please contact me at 'hr.mum@continuum.net'.

Yours sincerely,

For Continuum Managed Solutions Private Limited

Mai

Malathi Rai Vice President- HR & Admin

Acceptance

I hereby accept the terms and conditions of this offer for employment with Continuum Managed Solutions Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer. I agree to join the Company on the joining date as provided in **Annexure "A"** of this letter.

Sign:			
U			
Name:			



Annexure A

TERMS AND CONDITIONS OF EMPLOYMENT

- 1. Appointment: Your employment with the Continuum Managed Solutions LLP ("Company") will be with effect from July 03, 2020 (or such other date as may be notified to you by the Company). Your employment will be subject to a 6 month probationary period which period shall commence from the date of your joining the Company. During probationary period, the notice period to be served by either party shall be 30 days. Your employment shall be evaluated after the completion of the 6 month probationary period. The Company may choose to extend such probationary period to the extent it deems fit.
- 2. Information: The Company's offer for employment is based on the particulars, information and declarations provided by you. If at any time it is observed that the information provided by you is false or misleading or there is any concealment of facts by you, the Company reserves the right to immediately terminate your employment, besides the Company's right to initiate disciplinary action against you.
- 3. Disclosures: You are required to disclose in writing to the Company all of your business interests, if any, whether or not they are similar to or in conflict with the business(es) or activities of the Company and all circumstances, in respect of which there is or there might in the future be a conflict of interest between the Company and you or any of your immediate relatives. You agree to disclose fully to the Company in writing about any such interests or circumstances which may arise during your employment immediately upon establishment of such interest or occurrence of any such circumstance.
- 4. Working Hours and Days: You will observe the working hours and working days as may be communicated to you by the Company from time to time. It is hereby clarified that the Company operates on a 24X7 basis and accordingly the Company may require you to work in different shifts, including night shifts. You accordingly agree to work in various shifts (including night shift) and confirm that you will comply with any and all directions and instructions as provided by the Company in relation to working in different shifts.
- Duties& Responsibilities: You shall devote all of your skill, knowledge and working time to the
 conscientious performance of your duties and responsibilities and you shall perform your duties
 with diligence and devotion. You may be required to perform other duties as required by the
 Company.
- 6. Transfer: Depending on business needs, the Company may, at its sole discretion, change your designation or transfer you to any other team, department or offices of the Company or of its affiliates. The Company has a right to assign, second or depute you to any affiliate of the Company or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies of the Company existing at that time.
- 7. **Restriction**: While in the employment of the Company, you are not allowed to be employed in any other organisation on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company.
- 8. Compliance with Code of Conduct Guidelines and HR Policies: You will abide by the Code of Conduct Guidelines, in letter and spirit. You will also comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you. Your employment will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, including those



as may be provided in the Company's Employee HR Handbook, service rules, code of conduct, etc.

- 9. Compliance with Laws: You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.
- 10. Compensation: Please refer to the Salary Appendix for your compensation structure. Your variable pay, if any, will be based on your individual performance and also subject to Company performance. Your salary, payable on a monthly basis, is inclusive of the applicable statutory benefits, if any, and tax to be deducted at source by the Company. Any contributions to be made by the Company on your behalf shall be deducted from your salary. Your compensation may include certain allowances as may be extended by the Company to its eligible employees from time to time and subject to limits specified under the applicable tax laws. Your compensation may be amended from time to time by the Company at its sole discretion. You understand and acknowledge that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.
- 11. Fitness: In order to perform your duties towards the Company, you are required to keep yourself in good health both physically and mentally. The Company may subject you to a medical check-up at regular intervals. If based on your medical check-up the Company determines that you are not physically or mentally fit to perform your duties towards the Company, the Company reserves the right to terminate your employment.
- 12. Training Programmes and/or Conferences: As an employee of the Company, you may be required to undergo various training programmes and attend various conferences as the management of the Company may deem fit to keep you abreast of latest developments and to develop/improve your skills. The Company may also offer you an opportunity to travel overseas for special training programmes or for attending conferences, in order to enhance your professional skills and/or career opportunities, in the Company and otherwise. If you accept the Company's offer for undergoing training or participating in conferences (either in India or abroad), you shall be required to executive with the Company a training bond and agree to inter alia serve a minimum term of employment with the Company, failing which you shall be required to reimburse to the Company the recruitment, induction, travel, training, conference, immigration costs and other related expenses, including for the cost for opportunity loss.
- 13. Travel: The Company may require you from time to time, to travel to locations in India or overseas and work out of client's sites. The Company may also require you to engage in travel on behalf of the Company, and to work the necessary hours as required by the nature of the business of the Company. You expressly agree to accept such travel and hours of work without additional compensation. Reasonable and necessary expenses for travel and lodging, incurred by you, in furtherance of Company business, shall be reimbursed to you in accordance with the standard policies of the Company, as in effect from time to time, upon presentation of documentary evidence that is acceptable to the Company.



14. Professionalism & Conduct:

- In course of your employment with the Company, you are expected to demonstrate a high degree of professionalism in discharging your duties towards the Company and in dealing with other employees of the Company including your superiors. All your actions must be directed towards the best interests of the Company. You may be liable to be dismissed from the Company without any notice in case you are found guilty of any misconduct, dishonesty, disobedience, misappropriation, moral turpitude or misdemeanour.
- II. Any lapse, deficiency or negligence on your part in discharging of your duties and performing your job responsibilities will be viewed seriously and may lead to termination of employment besides payment of damages.
- 15. **Authority**: Unless specifically authorised by the Company in writing/per the Delegation of Authority document, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.
- 16. Employee Confidentiality, Assignment of Development and Non-solicitation Agreement: As a condition to your employment with the Company, on or prior to joining, you shall be required to execute with the Company an Employee Confidentiality, Assignment of Developments and Non-solicitation Agreement as per the draft provided by the Company.
- 17. **Employment Termination**: Either party may terminate your employment with the Company by giving to the other 60 days' notice in writing. The Company may at its sole discretion decide to pay you in lieu of notice. Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude (v) your breach of any terms or conditions of this offer letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies, Standing Orders or Employee Handbook. Absence for a continuous period of three (3) days from work without prior written approval (including due to unapproved overstay of leave), would be construed as your abandonment of employment and your service with the Company shall automatically cease. In case you have given a notice to resign or terminate your employment, you shall be required to serve the notice period dutifully and in good faith, although the Company may, at its sole discretion, require you to leave service at any time during the notice period without any salary in lieu of notice or pro-rated salary for the balance unexpired portion of the notice period. Besides, your right to resign or terminate your employment shall be subject to any minimum service period committed by you.
- 18. **Garden Leave**: The Company reserves the right to require you to proceed on garden leave during notice period. You shall continue to be employed with the Company during the period of garden leave and the Company shall pay you salary and applicable benefits during such period of garden leave. During the garden leave period, the Company at its sole discretion may: (i) cease to vest in or assign to, you any powers or duties or to provide any work to you; (ii) change your duties in whatever way the Company decides is appropriate; (iii) require that you do not contact or communicate with any current, former or proposed clients, customers, employees, or vendors of the Company; (iv) exclude you from the premises of the Company; and/or (v) announce to



employees, clients, customers, vendors, etc. of the Company that you have been given notice of termination or resigned (as the case may be). You hereby acknowledge and confirm to comply with any conditions laid down by the Company during the period of garden leave and accept that your duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this annexure.

- 19. Return of Property and Separation and Release Agreement: On termination of your employment you shall return to the Company all the assets and property documents, files, books, papers, information, memos, confidential information or any other property belonging to the Company in your possession or under your control (this includes all IP and any leased properties). If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or on termination of your employment with the Company. In case of termination of your employment for any reason, the Company may also require you to sign a Separation and Release Agreement without any additional compensation.
- 20. **Non-disparagement**: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.
- 21. Sensitive Personal Data and Information: The Company may, in connection with your employment, collect sensitive personal data and information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting our offer, you expressly consent to the following: (i) the collection, use processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that you will read and understand the Company's Privacy Policy as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iv) use of your personal images and voices in marketing material, videos, etc.; and (v) treating any personal data to which you have access in the course of your employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- 22. Misuse of Company's property or facilities: Any unauthorized use or misuse of Company's property or facilities, including but not limited to Company's system, software, internet facilities etc., on your part or any violation of any of the stipulations of the Company's information security policy would also be treated as a serious lapse and violation of terms and conditions of your employment and would make the Company fully eligible to claim appropriate damages from you without prejudice to Company's unfettered right to terminate your services without any notice or pay in lieu thereof.
- 23. Full and Final Settlement: In the event of cessation of your employment, your full and final settlement will be done after the notice period. Full and final settlement is subject to no dues from all the concerned departments and hand-over of Company assets, documents and any other belongings of the Company, in good condition. In case of any loss or damage or non-submission of Company assets, the cost of such assets will be deducted from your full and final settlement. You hereby acknowledge the fact that in case of non-submission of Company assets, the Company will have the right to take appropriate legal action against you towards recovery of said Company assets in the appropriate courts at Mumbai.



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

You also represent to the Company that you have not appropriated any confidential, proprietary or trade secret information (including but not limited to written information, information contained in computer storage systems or information compiled or stored in any other manner) from any third party (including but not limited to any former employer), except as may have been expressly permitted in writing by such third party or its authorized representative. You shall not disclose to the Company, or otherwise use during the course of your employment with the Company, any confidential, proprietary or trade secret information of any third party which you may possess, without such written permission.

- 25. Governing Law and Jurisdiction: Your employment with the Company shall be governed and construed in accordance with the laws of India. The parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 26. **Binding Nature**: You are hereby specifically informed that your acceptance of the terms and conditions contained in this letter shall create binding contractual obligations and obligations of trust during the entire term of your employment, which may affect your rights, including rights to inventions which you may make during your employment. Breach of any of the terms or conditions of your employment may make you liable to pay to the Company damages and compensation for breach of trust and contractual obligations, apart from other legal consequences.
- 27. Background Verification: Your employment with the company will be subject to reference and background checks conducted by the company or through designated third parties. If any declaration given or furnished by you to the company proves to be false or if you are found to have wilfully suppressed any material information in such case, the company shall be entitled to terminate your services with immediate effect, without notice.

Agreed and accepted

Signature: _		
_		
Name:		



Annexure - 'A' Compensation & Benefits

Name: Shantanu Dnyanoba Ghar Designation: Software Engineer-I

Grade: 2B

Date of Joining: July 03, 2020

CTC Break-Up

		Amount	in Rupees
Particulars		Monthly	Annual
Fixed Salary		48334	580000
Basic Salary		18850	226200
House Rent Allowance		11310	135720
City Compensation Allowance		9603	115230
Statutory Bonus		3000	36000
Meal Coupon		2200	26400
Leave Travel Allowance		1571	18850
Sub-total	(A)	46534	558400
Provident Fund - Employer contribution			
(Max. Rs. 1,800 i.e. 12% of Rs. 15,000)		1800	21600
Employee State Insurance - Employer Contribution		-	-
Sub-total Sub-total	(B)	1800	21600
Total Fixed Salary	(C) = (A)+(B)	48334	580000
Benefits			
Group Health, Life & Accidental Insurance (Premium)		964	11572
Gratuity as per The Payment of Gratuity Act 1972		906	10875

**Description of above salary heads is given below.

For Continuum Managed Solutions LLP

Malathi Rai

Vice President- HR & Admin



Description of Salary Heads

Statutory Bonus: This is paid to eligible employees as per statutory norms, as a part of monthly salary.

Meal Coupon:

- Employees with a Fixed CTC of Rs.5,00,001 and above per annum are eligible to avail Meal Voucher
- Meal coupons are exempt from tax. They can be used in the cafeteria, restaurants and for buying groceries only. Non-food items SHOULD NOT be purchased using these coupons and the employee is responsible for the same.
- Meal coupons are optional and monthly limit is Rs. 2,200/-.

Leave Travel Allowance:

 To avail tax benefit on LTA amount, an employee needs to apply for a minimum 3 days' earned leave as per Income Tax Act 1961, and submit supporting travel documents for self and his family. (Please refer to Income tax guidelines).

Provident Fund:

- Employees have to compulsorily contribute to the PF scheme
- PF Contribution is capped at Rs.1800 per month
- Employer's contribution is the same as Employee contribution which forms a part of the CTC.
- These amounts are transferred to the employee's PF account directly.

Employee State Insurance Scheme (ESIC)

- For employees gross earning Rs. 21,000/- or less per month, the employer contributes 3.25% and employee contributes 0.75% of Monthly Gross Salary.
- While considering an employee's eligibility for ESIC, Statutory Bonus is excluded from the monthly gross
- This fund is managed by the ESI Corporation (ESIC) according to rules and regulations stipulated therein the ESIC Act 1948, which oversees the provision of medical and cash benefits to the employees and their family through its large network of branch offices, dispensaries and hospitals throughout India.

Insurance Benefits:

- All employees are covered under the following insurance policy as per the Company norms
- Group Health Insurance of **3,4,5 Lakh per annum depending on the Level** (Self, Spouse & upto 2 children)
- Accidental Insurance (Self only) upto 10 Lakh per annum
- Term Life Insurance (Self only) 3 times Total Fixed Salary (Subject to a minimum of 15 Lakhs). Company reserves the right to amend the scheme from time to time.



Gratuity:

- To be eligible for gratuity, an employee must complete 5 years of continuous service with the organisation.
- An employee gets gratuity at the time of retirement or leaving the job as per The Payment of Gratuity Act 1972.

Night Shift Allowance:

- Employees assigned to night shift would be eligible for a night shift allowance as per the CTC range.
- Night Shift Allowance is paid on monthly basis, based on actual night shifts worked by an employee.

Statutory Deduction:

 Provident Fund Contribution (employee & employer contribution), ESIC, Professional Tax, Income Tax and Maharashtra State Labour Welfare fund (MLWF) will be deducted from your Total Fixed Salary as applicable from time to time.

For Continuum Managed Solutions LLP

I accept the above Terms and Conditions

Malathi Rai

Vice President- HR & Admin

Signature & date Acknowledgement



19-Feb-2020

Dear Jnanavi Gowda, B.Tech/B.E., Electronics & Telecommunications SIES Graduate School of Technology



Candidate ID — 14247232

In continuation to our discussions, we are pleased to offer you the role of **Programmer Analyst Trainee** in **Cognizant Technology Solutions India Private Limited ("Cognizant")**.

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of **Rs.401,986/-**. This includes an annual incentive indication of **Rs.22,500/-** as well as Cognizant's contribution of **Rs.23,986/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in **Annexure A**.

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 **Rs.455,880/-**. This includes an annual incentive indication of **Rs.22,500/-** as well as Cognizant's contribution of **Rs.24,880/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity.

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

Cognizant is keen that there is a secure environment for clients and internally too. You are required to be registered with the National Skills Registry (NSR) and provide the ITPIN while joining the organization. Please refer Annexure B for more details.

Please note

- 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.
- 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.

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.,

Suresh Bethavandu

Global Head-Talent Acquisition

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

Signature : Date:



Annexure A

Name: Jnanavi Gowda Designation: Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10375	124,500
2	HRA @60% of basic*	6225	74,700
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7175	86,100
	Annual Gross Compensation		355,500
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		378,000
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		18,000
	Gratuity		5,986
	Annual Total Remuneration		401,986

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 Coverage
- 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
- Women associates joining Cognizant will be entitled to Maternity leave as per the Maternity Benefit (Amendment) Act, 2017

Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension Fund & EDLI Scheme, "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. ESI Eligible Wages 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. Earned ESI Wages: 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 Contribution 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 pro-rated to the duration spent with Cognizant India for a calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.
- *** Language Premium: This allowance is applicable only for Japanese, German & French language. It will be paid along with the Apr, July, Oct and Jan payroll for the previous quarter and will be subject to tax deductions as applicable in India. The amount will be pro-rated to the duration spent with Cognizant India and will be paid out on the condition that you continue to use the foreign language skill as required by your role/project/account.



**** 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.

Login to https:\\onecognizant.cognizant.com->Total Rewards App for more details



20th August 2020

Dhiraj Mehta

Dear Dhiraj,

It is our pleasure to make you an offer of employment for the position of **Software Engineer** with **PayU Finance India Private Limited** ("**Company**") commencing on **26th Aug 2020**.

"Company" shall mean PayU Finance India Private Limited, a company incorporated under the Indian Companies Act, 1956 having its registered office at 2nd Floor, P&G Plaza Cardinal Gracious Road, Chakala, Andheri (East) Mumbai, Mumbai City, Maharashtra, Pin-400099 and its corporate office at 9th Floor, Bestech Business Tower, Sector 48, Sohna Road, Gurgaon, Haryana, Pin – 122002.

The terms and conditions of this appointment are as follows:

1. JOB ASSIGNMENT

- 1.1 You will be employed with the Company in the capacity of **Software Engineer** with effect from **26th Aug 2020**.
- 1.2 During the course of your employment with the Company, you will be responsible for execution of the various assignments / tasks given to you from time to time and for the efficient functioning of your Section /Department. Your skills and expertise may be utilized in other roles and departments in the best interest of the Company. In such situations, the Management of the Company will have the authority to change your role and responsibilities.

2. PLACE OF EMPLOYMENT, TRANSFER AND TIMING

- 2.1 Your place of appointment will, at present, be in **Mumbai**. You are however liable to be transferred to another department, post or place whether in existence or coming into existence hereafter, either at the place of position or any other place where the Company may establish / open its branch later on. Upon such transfer, the rules and regulations applicable to such a post or at the place of transfer will automatically become applicable to you.
- 2.2 You will be expected to attend office, except when traveling on business as per your working hours/shifts (as may be decided by the Company) that shall be conveyed to you by your reporting Manager/ Management. Due to the customer-driven nature of our business, you may be required to work irregular or long hours, different shifts or on weekends. In such instances, you will not be eligible for additional compensation.

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CIN: U65910MH1992PTC068664



3. SALARY, ALLOWANCE AND BENEFITS

- 3.1 Your Annual Total Base Salary will be **INR 700000/-** and in addition you will be entitled to an on-target bonus of 10% of your Base Salary. Detailed break-up of your Annual Total Base Salary is provided in Annexure A.
- 3.2 As a full time employee you will be entitled to the following benefits, provided in accordance with the laws of the country, and/or as per the Company policy.
 - **Provident Fund** Employers' contribution to your Provident Fund Account. The Company will contribute 12% of your Basic Salary to your Provident Fund account and you will be required to make a matching contribution. All other terms and conditions governing your provident fund account will be as per the Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - **Gratuity –** Your entitlement to payment of Gratuity will be governed as per the statutory provisions of the Payment of Gratuity Act, 1972.
 - **Group Medical Coverage** You will be enrolled in a suitable Group Medical Insurance scheme as per Company policy for which the premium will be borne by the Company.
 - **Group Personal Accident Coverage –** You will be suitably covered under a Group Personal Accident Insurance Scheme as per Company policy for which the premium will be borne by the Company.
 - Group Term Insurance Plan You will be suitably covered under a Group Personal Accident Insurance Scheme as per Company policy for which the premium will be borne by the Company.
- 3.3 Your salary and allowances will be paid to you stated in arrears on a monthly basis after giving effect to withholding(s) as required by law. Any Income Tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.
- 3.4 Your salary will be reviewed on an annual basis in line with the Company Salary Review Policy.

4. PERFORMANCE BASED VARIABLE BONUS ("PBVB")

- 4.1 You will be entitled to an on-target bonus of **10%** of your Base Salary. Payment of the bonus is at the discretion of the Company subject to (i) you achieving certain specific objectives, performance of the business you work in and performance of the Company; and (ii) any market developments (including but not limited to the impact of COVID-19).
- 4.2 The bonus will not be paid to you if you are no longer on the payrolls of the Company as on March 31st of the same year applicable. However, bonus, if applicable, will be paid,

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even if you are serving notice period but on the payrolls of the Company as on March 31st of the same year.

5. REIMBURSEMENT OF EXPENSES

The Company will reimburse you for reasonable travel and other business expenses incurred during the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto, as may be applicable from time to time.

6. PROBATION PERIOD, CONFIRMATION AND TERMINATION

- 6.1 You will be under probation till the time you pass and/or clear your final year examinations successfully with appropriate grades and submit necessary documents including your provisional or final mark sheet, as may be required by the Company ("**Probation Period**"). In the event you fail to clear your final year examinations, the Company shall be entitled to terminate your employment after giving you **Seven (7) days'** notice or salary in lieu thereof.
- 6.2 The Management reserves the right to reduce / dispense with or extend your Probation Period at its absolute discretion. Upon successful completion of your Probation Period, you will be notified in writing.
- 6.3 During your Probation Period, you will not be entitled for any leave except for study leave for preparing for your final year examinations which may be allowed by the Company in its sole discretion for such time period as the Company may deem fit and such leave may be regarded by the Company as "leave without pay".
- 6.4 Either party may, without furnishing reasons, terminate the employment by giving **Seven** (7) days' notice or salary in lieu thereof on either side during the Probation Period with no liability other than for time worked prior to such termination. However, the Company reserves the right to demand a prior notice of **One** (01) month, during your Probation Period, should there be a requirement of handing over of process and data which cannot be fulfilled in the span of **Seven** (7) days.
- 6.5 Following the successful completion of the your Probation Period, your employment with the Company may be terminated as under:
 - a) With Notice: The Company may terminate your employment by giving One (01) months' notice in writing or payment of the equivalent of One (01) months' salary in lieu of such notice. You may terminate your employment with the Company by giving One (01) months' notice in writing. In the event you wish to terminate your employment with the Company with a shorter notice period you will require prior written permission of the Company. Further, in such case the Company will have the right to seek from you amount equivalent One (01) months' salary in lieu of such notice.
 - b) **Without Notice.** The Company may in writing to you forthwith terminate your employment for reasons of 'cause' such as
 - you're having committed serious or gross misconduct/ fraud/ disobedience/ negligence/ indiscipline/ absence from duty without permission or any other conduct considered by the Company as detrimental to its interest or of violation of the conditions of service, or
 - you're having been negligent or in default in the performance of your official duties.

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In the event of termination of your employment without Notice in the above mentioned cases, the Company will not have any liability to compensate you in any manner for notice period foregone, other than for time worked.

- 6.6 On termination of your employment for any reason, the Company will be entitled to deduct any amount(s) you owe to the Company or any of the Group Companies from remuneration payable to you.
- Any annual or other type of leave to which you are entitled shall not be included in the length of notice period required to terminate the employment and you will be required to fulfil your professional duties for the entire duration of the stipulated notice period.
- In case you leave the Company within **Two (2) years** from the date of joining you shall be liable to repay the Company all expenses incurred on your relocation including but not limited to airfares, transfer of goods, boarding, lodging, transportation and payments made in lieu of notice period to your previous employer as applicable.
- You shall be liable to repay the **Joining Bonus**, in case you leave the Company within **Two (2) years** from the date of joining as applicable.

7. LEAVE ENTITLEMENT, NATIONAL & PUBLIC HOLIDAYS

- 7.1 Your entitlement to Privilege Leave, Casual Leave, Sick Leave, National and Festival Holidays will be in keeping with Company policy as well as the provisions of the applicable statutory legislation in the State of your eventual assignment.
- 7.2 Please note that these holidays and the rules and regulations governing these may be amended from time to time. In view of the nature of the Company's business, the Management reserves the right to substitute alternate days in lieu of the actual Public Holidays on a one-day to one Public Holiday basis. Approval of your immediate reporting authority must be obtained prior to you proceeding on your any kind of leave.

8. TAX

All applicable Indian taxes on your Compensation and Benefits stated in this employment contract will be as per subsisting governmental laws as well as any applicable statutory contributions, if any, etc. shall be borne and paid entirely by you. The Company shall, pursuant to applicable law withhold from any benefit or salary made pursuant to this letter all central, state, municipal, other taxes, contribution, etc as may be required.

You will continue to be responsible for the filing and accuracy of all required tax returns in India.

9. RETIREMENT

You will automatically retire on attaining the age of 60 years. The proof of age shall be the one recorded in the school leaving certificate or birth certificate, as submitted and recorded in the records of the Company.

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10. EMPLOYEE'S OBLIGATIONS

- 10.1 You shall ensure compliance with all applicable policies and procedures applicable to the employees of the Company, including the Company's Code of Conduct.
- 10.2 You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.
- 10.3 You shall at all times keep your Manager, promptly and fully informed (in writing if so requested) of the conduct of your duties and provide such explanations as he/she may require.
- 10.4 You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the Company and if you are offered any, you should immediately report the same to the senior management of the Company.
- 10.5 You understand and acknowledge that absence for a continuous period of **ten (10) days** without prior approval of your Manager, (including overstay on leave / training) would result in automatic termination of your employment without any notice or intimation.
- 10.6 Neither the Company, any Subsidiary, nor any of their respective employees acting on behalf of the Company or any Subsidiary, has taken any action that is or would be in breach of any applicable laws including and not limited to US/OFAC, UK, UN, India and the EU in regards to anti-bribery and anti-corruption, anti-money laundering ("Financial Crimes Laws"). The employee will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take or accept any act in furtherance of any payment, contribution, gift, reimbursement unreasonable hospitality or transfer anything of value, or any solicitation, directly or indirectly:
 - (i) to any individual including government officials; or
 - (ii) to an intermediary for payment to any individual including government officials; or
 - (iii) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means.

The employee will not, including the Company's directors, officers, agents, stockholders or employees acting on behalf of the Company or any Subsidiary shall establish or maintain any unrecorded fund or asset for any purpose, or will make any false or artificial entries on any of its books or records for any reasons. Failure to comply with the above provisions or with the Financial Crime Laws as stated, may lead to consequences including but not limited to disciplinary action such as dismissal/termination of contract, legal action, personal criminal liability inflicted by the regulatory authorities.

11. DATA PROTECTION

11.1 The personal data relating to you provided to us in the course of your employment will be subject to the PayU group human resources data privacy policy ("**Policy**"). The Policy describes the information we collect and outlines the employment purposes for which we

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- use the data, as well as the role that affiliated companies and/or third-party service providers may play in the administration of our human resources programmes.
- 11.2 This personal data may be processed either locally in the jurisdiction where you work or reside, or in any other jurisdiction where PayU operates, worldwide, depending on the needs of the business over the course of your tenure with us.
- 11.3 You acknowledge your understanding of our processing of your personal data subject to the above-mentioned Policy, including the processing of sensitive health, financial or other personal data necessary to fully implement your participation in our human resources programmes in any location where we may choose to administer these programs.
- 11.4 Should your job function bring you into contact with other employees' personal data, you also hereby agree that you will treat this data as strictly confidential, and will administer it in conformity with the above-mentioned policy. Likewise, if your job function brings you into contact with other data subjects' (clients, merchants, customers, etc.) personal data, you also agree that you will treat this data as strictly confidential and will administer it in conformity with the relevant applicable policies.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 12.1 You agree that the terms and conditions applying to your employment are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company or any other associate or affiliate of the Company) constitutes a breach of your employment.
- 12.2 You acknowledge that as a result of employment with the Company, you will be in possession of proprietary and confidential information and trade secrets relating to the business practices of the Company and affiliated companies, if any. You agree that you will not, at any time during or after the employment period, directly or indirectly, use or disclose to any person, firm, corporation or other entity, use to the detriment of the Company or the Company's employees or misuse in any way any proprietary or confidential information acquired by you during your employment by Employer regarding the clients, customers, vendors, business partners or business practices of Employer or affiliated companies, without the prior written consent of the Company. For purposes of this Agreement, Confidential Information includes, but is not limited to, trade secrets; lists of past or present clients, customers or consultants; product or service development plans; marketing plans; pricing policies; business acquisition plans or targets; any portion or phase of any technical information, technique, method, process, procedure, technology or know-how (whether or not in written on tangible form) used by the Company or any portion or phase of any technical information, ideas, discoveries, designs, computer programs, processes, procedures, formulae or improvements of the Company that is valuable (whether or not in written or tangible form or whether or not down-loaded into a computer or on computer discs) to the Company. All such information, in whatever form, including all memoranda, notes, plans, reports, records, documents and other evidence thereof and any other information of whatever nature which gives the Employer an opportunity to obtain an advantage over its competitors shall be considered a "trade secret" for the purposes of this Agreement.

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www.lazypay.in



12.3 For purposes of this Agreement, "Intellectual Property" means any patents, rights to inventions, discovery, process, product, or device, conceived, discovered, improved or made by you during the term of employment, either solely or jointly with others, whether patentable, trademarkable, copyrightable, and/or subject to protection as a trade secret or otherwise, which is related to the actual or planned business or activities of the Company or related to its actual research, design, development or suggested by or resulting from any tasks assigned to you for or on behalf of the Company, or with the use of the Company's facilities, materials or personnel, rights in goodwill, rights to sue for passing off, rights in designs, rights in computer software (source or object code), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

"Inventions" means any invention, idea, discovery, development, improvement or innovation made, conceived and/or reduced to practice by you during the term of this Agreement, whether or not patentable or capable of registration, and whether or not recorded in any medium and which (a) relates to any group / affiliate company's business or (b) is made, conceived or reduced to practice using any group / affiliate company's equipment, facilities, or on our time; and

"Works" means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software (source or object code), and all other materials in whatever form, including but not limited to hard copy and electronic form, created by you during the term of this Agreement and which (a) relate to the our business or (b) created using our equipment, facilities, or on our time.

- 12.4 The following shall be the property of the Employer exclusively:
 - (a) Any Intellectual Property conceived, discovered or made by you; and
 - (b) Any patent, copyright, trademark, application or record relating to any Intellectual Property.
- As far as the Company is not already by law the owner of the Intellectual Property Rights arising in respect of any and all Works created, you hereby assign to the Company and/or its affiliates all existing and future Intellectual Property Rights arising in respect of any and all Works and Inventions created, compiled and/or devised by you in the course and scope of your employment with the company pursuant to this Agreement. By virtue of this Agreement, any Intellectual Property Rights and Works which come into existence in the future in respect of any such work created, compiled and/or devised by you in the course and scope of your contract with the Company, shall vest in the company and/or its affiliates upon their coming into existence. To the extent any Intellectual Property Right is not assignable you grant to us an exclusive, irrevocable, transferable, sub-licensable and, unlimited as to time, territory and content, right of use and exploitation right in and to any Inventions and Works for all known and unknown types of use.
- 12.6 You undertake and represent to the Company that to the best of your knowledge, you are the sole beneficial owner of the entire right, title and interest in and to such Intellectual Property Right, arising in respect of your work created, compiled and/or devised by yourself in the course and scope of your employment with the Company, that you are free to assign

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such rights to the Company free of any third party claims, liens, charges or encumbrances of any kind, and that you are free of any duties and/or obligations to third parties which may conflict with the terms of this Agreement.

- All plans, strategies, programmes, trade secrets, accounts, financial information, market research, customer lists, data, records, reports, manuals, financial statements, budgets, specifications, correspondence, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled or devised or brought into being by you or have come into your possession in the course of the employment and all copies hereof, and other property whatsoever belonging to the Company and/or our affiliated companies whether in hard copy or or electronic form such as laptops, credit cards, mobile telephone, tablet, smart phone, keys etc. ("the Business Properties") which may be in your possession or under your control, will be the sole property of the Company, and upon termination of this employment or suspension from active duty or earlier if required by the Company, such Business Properties, documents and all copies shall be returned to the Company without any copies in whatever form withheld, if not destroyed earlier. The provisions of this clause shall survive termination of this Agreement for whatsoever reason.
- 12.8 If you are suspended or terminated, we are entitled to deny your access to our proprietary business information, including but not limited to our intranet webpage, the e-mail account, any internal mobile applications and any electronic platforms.
- 12.9 The right of use especially includes publication, duplication, distribution and recording on digital and analogous form on image, data and sound medium in any way of the Works and Inventions as well as distribution and duplication of such recordings. We have the right to amend and change the Inventions and Works and to duplicate, distribute and publish such amended and/or changed Inventions and Works. Insofar as Works and Inventions do not so vest automatically by operation of law or under this Agreement, you agree and acknowledge that you hold legal title in such Intellectual Property Rights in the Works and Inventions in our trust.

12.10 You will:

- (a) notify us of the details of any Inventions promptly on their creation:
- (b) notify or otherwise provide us with the details of any Works;
- (c) unless otherwise authorized explicitly by us, keep confidential details of all Inventions and Works:
- (d) whenever requested by us to do so and in any event on the termination of your employment, promptly deliver to us all Works and physical embodiments of Inventions, and all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and/or Inventions and the process of their creation which are in your possession, custody or under her control;
- (e) not register nor attempt to register any of the Intellectual Property Rights in the Works, or in any of the Inventions, unless authorized by us to do so; and

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- (f) do all other acts which we request (at our expense) to enable us to enjoy the full benefit of this Clause 12, including entering into an additional assignment or transfer Agreement where required. This includes joining in any application, which may be made in our sole name, for any Intellectual Property Rights' registration (such as a patent, trade mark or registered design), and assisting us in defending and enforcing such rights during and after your employment (at our expense).
- 12.11 To the fullest extent permitted by law and for any Intellectual Property Rights assigned and transferred or to be assigned and transferred hereunder, you (a) waive any moral rights to which you are now or may at any future time be entitled in terms of copyright or other law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and (b) agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Intellectual Property Rights infringes your moral rights.
- 12.12 You acknowledge that no additional remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of the performance of the obligations under this Clause 12.
- 12.13 This Clause 12, and the rights and obligations of both of us contained therein, will survive expiry of this Agreement, or its termination, for any reason.
- 12.14 We are extremely mindful of the importance of confidential information and trade secrets. Accordingly, you hereby represent that prior to or during the course of your employment with us, you will not bring any such materials owned by a third party to us or expose any of our employees to any such materials owned by a third party.
- 12.15 You hereby authorize us to notify your new employer about your rights and obligations under this Agreement following termination of your employment.
- 12.16 You acknowledge that your annual total Cost To Company remuneration, as provided for in Clause 3 hereof, includes compensation for any loss of intellectual and/or industrial property rights set out in this paragraph.

13. ENGAGEMENT IN OTHER BUSINESS

- 13.1 You acknowledge that the Company wishes you to devote your whole time and attention to the service of the Company during the term of your employment with it. For this reason, during the term of your employment, you will not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with, render Services to or engage in the business of any other business entity or other organization (whether as an owner, employee, officer, director, agent, partner, consultant or otherwise) for any consideration, in cash or in kind or otherwise.
- 13.2 Without prejudice to this provision, you confirm that you have declared to the Company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict with the business of the group / affiliate companies (including the Company). If these interests change during the term of your employment, you will promptly notify the Company.

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14. NON COMPETITION AND NON SOLICIT

- 14.1 You agree that during the employment period plus one year thereafter (the "Restricted Term"), you will not, directly or indirectly, in any capacity, role or function, on its own behalf or on behalf of any other person or organization, other than as an employee of the Company solicit and/or attempt to solicit or accept business from:
 - (a) Any present or former clients of the Company to which you were providing services during the **two (2) years** period immediately prior to the date on which the Employee ceases to be employed by the Employer ("Separation Date"); and/or
 - (b) Any client or prospective clients of the Company to which you were seeking to provide services or products, including participating in the Company's sales efforts, during the **one (1) year period** immediately prior to the Separation Date;

unless:

- (a) Such services or products being provided to the clients or prospective clients by you or any third party with whom you were then employed are wholly unrelated to Employer's then-current lines of services or products on the Separation Date; and/or
- 14.2 During the Term and for **one (1) year** from the Separation Date, you shall not directly or indirectly, in any capacity or function, on your own behalf or on behalf of any other person or organization:
 - (a) Interfere or attempt to interfere in any way with the Company's relationships with any of its clients, service providers, employees, suppliers, experts, key advisors or consultants, including, without limitation, inducing or attempting to induce any of the abovementioned persons or organizations to terminate or change the terms of his/her/its dealings with the Company; and /or
 - (b) Undertake any acts which may damage or disparage the Company's business relationship with its clients, subcontractors or other business partners.
- During the Term and for **one (1) year** from the Separation Date, you shall not directly or indirectly, in any capacity or function engage or participate in or be employed by in a business similar and same as the Company.

15. OTHER PROVISIONS

- 15.1 This appointment shall be governed by and interpreted in accordance with the laws of India.
- 15.2 Your appointment is based on the information and particulars furnished by you in your application, during your interview and any subsequent discussions. You represent that the statements made by you are true. If it transpires that you have made a false statement or omitted to disclose a material fact that affect your appointment, the Company may take such action as it deems fit in its sole discretion.
- 15.3 This offer of employment and any subsequent employment relationship is contingent upon satisfactory completion of reference and/ or background checks that may include verification of your educational, employment or salary history. Any false information provided by you or at your request may result in immediate termination of employment with no compensation to you.

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- With the acceptance of this employment, you agree and confirm that during your employment, you will be governed by the Company's Policies, as amended from time to time. The policies are available on the Public Folder of all systems and should be read and understood by you. In the event of any clarification w.r.t the same please contact the HR Department. In the event of any breach of these Company Policy's, the Company's reserves the right to terminate your employment with immediate effect.
- This Agreement constitutes the entire agreement and understanding between you on the one hand and PayU Finance and its group/affiliate companies, and supersedes any previous agreement or understanding or promise between the aforesaid parties, relating to the subject matter of this Agreement including, without limitation, the offer letter issued to you by PaySense Services India Private Limited.

We take this opportunity to welcome you to the PayU Finance India Private Limited team and trust you will find this a stimulating environment that will offer you a challenging and rewarding career. We look forward to your contribution to building a company of which we can all be proud.

Please sign and return a duplicate copy of this letter signifying your acceptance.

Yours sincerely,

Priya Cherian CHRO PayU Finance India Pvt. Ltd.

Employee Acknowledgment. I have carefully read the above terms and conditions and that they are acceptable to me in full.

Sig	natu	re:
		_

Name:

Date and Place:

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ANNEXURE A

Name: Software Engineer		
Designation: Dhiraj Mehta		
Internal Level: 3		
Salar	y Annexure	
1) Base Salary	Rupees Per Month	Rupees Per Annum
Basic	23,333	280,000
HRA	11,667	140,000
Conveyance Allowance	1,600	19,200
Medical Allowance	1,250	15,000
Leave Travel Allowance	1,944	23,333
Newspaper Allowance/Books/Periodicals	1,250	15,000
Mobile Handset	4,167	50,000
Company Car Scheme	10,322	123,867
Employer PF	2,800	33,600
Total Base Salary	58.333	700.000

* Statutory Deductions

- 1. Employee's contribution to Provident Fund shall be deducted & deposited with PF Authorities, along with employer's contribution, as per the statutory requirements.
- 2. Professional Tax and all incidence of income tax will be borne by the employee as per Income tax rules.
- 3. All applicable tax liability will be borne by the employee as per relevant statutory tax rules.

** Variable Earnings

- Subject to performance review in accordance with company policy. Actual amount could range from 0-120%, based on performance review.

Additional Benefits

- You will be entitled to payment of Gratuity after 5 years of continuous service with the company. Gratuity will be paid out in accordance with the Payment of Gratuity Act, 1972.
- Hospitalization, Life Insurance and Accident Coverage as per applicable Company Policies.

Yours sincerely,

Priya Cherian CHRO PayU Finance India Pvt. Ltd.

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Info city, Hi-tech City Layout Madhapur, Hyderabad 500081,India

Tel: +91 40 3063 6363 Fax: +91 40 2311 7011 techmahindra.com

Registered Office:

Gateway Building, Apollo Bunder Mumbai

400 001

Ref: 780784/1820860/Permt Date: 15th October, 2020

Akshata Dattatraya Mamadapur

Flat No. 35, Bharat Petroleum Staff Quarters

Plot No. 50, Sector- 17, Vashi, Navi Mumbai, Maharashtra-400 703

Phone No: 9004709408

Subject - Offer of Appointment

Dear Akshata Dattatraya Mamadapur,

It is our pleasure to welcome you to Tech Mahindra Limited.

- 1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Supply Planner** on **U1** band, operating out of our **Hyderabad** office.
- 2. Your "Annual Total Cash Compensation" will be **Rs. 311179 (Rupees Three Lakhs Eleven Thousand One Hundred and Seventy Nine Only).** Please refer **Annexure-A** for details on the compensation and statutory deductions.
- 3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
- 4. Your employment with us will be governed by terms and conditions as specified in Annexure-B.
- 5. You are required to join on **16th October, 2020** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
- 6. On the date of joining, you are requested to report to **C Alekhya at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Gate, Jubilee Enclave, Hitech City, Hyderabad 500081**. At the time of joining, you are expected to carry originals of the documents as per **Annexure D** and submit the copies of the same to the HR Team.
- 7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
- 8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **C Alekhya** latest by **16th October**, **2020**.



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- 9. For any clarification / further Information on-
 - Employment terms and conditions, please get in touch with Offers Team (E-Mail: SM00592470@TechMahindra.com)

For Tech Mahindra Limited	
Souther	
Suchitra Kerkar	
Global Head – Human Resource	
Encl: Annexure-A (Salary Structure), Annexure-B (Importa Annexure-C (Medical Self declaration), Annexure-D (Chec Agreement), Annexure F – Intellectual property Assignme Conduct and Ethics).	• •
Accepted	
Date:	Signature of Candidate:



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<u>Annexure - A</u>

NAME	Akshata Dattatraya Mamadapur		
TITLE	Associate Supply Planner		
BAND	U1		
LOCATION	Hyderabad		
COMPONENTS		Per Annum (All figures in Indian Rupees)	
BASIC (@30% C	F TOTAL FIXED PAY)	81000	
HRA (@70% OF	BASIC)	56700	
TRANSPORT ALLOWANCE		0	
BONUS / STATUTORY BONUS		16200	
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		9720	
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		0	
PERSONAL PAY		106380	
TOTAL FIXED PA	AY(A)	270000	
TOTAL VARIAB	LE PAY (TVP) (B)	30000	
ADDITIONAL BI	ENEFITS(C)	11179	
GRATUITY		3896	
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283	
TOTAL COST TO	COMPANY (D) = (A) + (B) + (C)	311179	

Additional Benefits: In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.
- **ii)** **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.
- iii) ***Performance Incentive would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.



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iv) Insurance:

- a) Group Term Life Insurance Coverage: You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage: You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of Rs. 3 lakhs (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be Rs. 2 lakhs.
- c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

With Rost Wishes

- a) Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b) Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c) The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

For Tech Mahindra Ltd.	Accepted by :
Sombar	
Suchitra Kerkar	Location :
Global Head – Human Resource	Date:



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<u>Annexure – B</u>

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) <u>Employee data</u> – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have



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agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- (i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- (ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- (iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- (iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- (v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described
 in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business
 Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the AntiTerrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and
 Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.



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- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any
 person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation
 money or indulge in any activity as an inducement or reward for influencing or carrying out any act and
 specifically in relation to any business opportunity or a customer including for the purposes of collection
 or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.
- b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.



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2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. <u>Termination of Employment</u>

- (a) Either party can terminate this employment by serving a notice of **60** days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- (b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- (c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- (e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in Clause 3(a) herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.



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- (g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in Clause 3(a) or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- (h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in Clause 3(a) herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. <u>Company Policies</u>

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Policy on Prevention of Sexual Harassment and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies.



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Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

<u>Passwords</u>

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.



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The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) <u>Destroying Papers & Material</u>

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) <u>Use of Company Resources</u>

- (i) You shall use The Company's resources only for official purposes as per the applicable Company policy.
- (ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
- (iii) You shall access only those web sites, which are relevant to your work at hand.
- (iv) You shall not use any company resource for hacking or other unethical / illegal activities.
- (v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).



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9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

- 13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.
- 14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client



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may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place



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Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM						
Applicant ID (7	o be filled by HR)		Associ	ate ID (To be filled by HR)		
First Name:				Last Name:		
Gender: Male / Female		Date of birth (DD/MM/YYYY))		Blood Group	

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			



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Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?		
Have you had any form of critical illness or operation in the last two years?		
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?		

Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)

nave you eve	i suffered/are you suffering from any or the fo	illowing: (Fie	use lick willchever upplicuble)
	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			



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Candidate's De	<u>claration:</u>	
	to the best of my knowledge, the answers to the any disease/illness that I have not revealed.	e questions in this form are correct and that I am not
Signature:		
Name:		
Date:		
	(DD/MM/YY)	



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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original(For Verification only)**, along with 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
 - Xth Certificate & mark sheets
 - XIIth Certificate & mark sheets
 - Degree Certificate & Semester/year-wise mark sheets
 - Master's Certificate & Semester/year-wise mark sheets
 - Diploma/PG Diploma Certificate & Transcripts
 - Any other Certificate with supporting documents if any
- (b) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport

Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

- (g) PAN Card and Proof of PAN Number
 - You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.
- (h) Aadhaar Card
 - You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgement as issued by the authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.



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Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that:
 - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
 - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
 - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
 - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.



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• IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name: Signature: Date:



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Annexure - F - Intellectual Property Assignment

Associate ID:
Date:
In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment
by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its

necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

Associate Name:

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITHLOOLD	ACCLFILD
WITNESSED	ACCEPTED



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Annexure – G

<u>Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation</u>

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

- **1.** Lagree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.
- **2.** I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
- **3.** <u>Actions Required on Termination:</u> Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
- **4.** <u>Covenant Against Disclosure:</u> I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the



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names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

- a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.
- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. Ownership of Work Product: Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.



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6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

- **7.** <u>Covenant Not To Compete.</u> I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),
- (a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.
- (b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and



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proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

- **8.** <u>Compliance</u> <u>Not Contingent Upon Additional Consideration</u>: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.
- 9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.
- **10.** <u>Severability:</u> Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
- **11.** Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.
- **12.** <u>Binding Effect:</u> This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).
- 13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.
- **14.** <u>Choice of Forum:</u> The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.



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In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20___

Signature

Name of Candidate

For and on Behalf Of **Tech Mahindra Limited**

Sombon

Suchitra Kerkar

Global Head - Human Resource



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<u>Annexure – H</u>

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

10	
Tech Mahindra Ltd.	
Date of Joining:	
Dear Sir/Madam,	
I	Associate Id No

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),

I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate Name:



Strictly Private & Confidential

October 16, 2018

To,

Mr. Vipul Singh Raghuvanshi, H.No. 1926, Plot No. 95, Sector 1, Shiv Colony, Gully No. 4, Airoli, Navi Mumbai.

Dear Vipul Singh,

Sub: Offer of appointment for the post of "Junior Software Engineer"

Congratulations!!!

Subsequent to the discussion we had recently with you, we are pleased to offer you an appointment in EPAM Systems India Private Limited as per the terms and conditions mentioned below:

1. DATE OF JOINING

Your employment will commence not later than July 01, 2019.

2. DESIGNATION

Junior Software Engineer (D1); Level-A1

COMPENSATION

Your total salary per annum is INR 6,00,000 (Rupees Six Lakhs Only). Details of your salary structure are given in the Annexure.

4. LEAVE

You will be entitled to 20 Days leave in a calendar year on monthly accruals basis. If your joining is in between a calendar year, the said number of leaves shall be pro-rated.

5. PLACEMENT OF WORK

- Your place of work will be at Hyderabad.
- ii) You shall be liable to serve in any Position, Department or Shift as you may be assigned from time to time.
- During your employment, you may be transferred to any of the establishments of the Company or associate Companies in which case you will be governed by the rules and regulations applicable to that establishment.

6. STATUTORY

You shall be covered under the statutory benefits as per the Employee Provident Act 1952 and Gratuity Act 1972.





7. INSURANCE BENEFITS

You shall be covered under the following Insurance benefits from the date of joining

Group Medical Health Insurance	Medical insurance at company cost covering 1 + 5 (Self + Spouse + 02 Children + 02 Parents) for INR 2,00,000/- family floater per annum. TOP UP coverage for additional 3 Lakhs cost to be borne at your end (approx, INR 6000 as premium per an account of the content of the cont
Group Personal Accidental Insurance	end (approx. INR 6000 as premium per annum, mandatory for all) Level A1 to A4 & B1 -15 Lakhs; Level A5,B2 & B3 - 25 Lakhs; Level B4 & above - 35 Lakhs at company cost
Term Life Insurance	Term Life Insurance at company cost for a minimum sum of INR 20 Lakhs or 3 X of yearly gross salary, whichever is higher

8. SECRECY

- i) Your employment is full time assignment and you shall devote your whole time and attention to the interest of the Company and shall not engage yourself in any other business/occupation, whatsoever.
- You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position or responsibility occupied by you.
- You shall not, at any time, during your employment or thereafter, disclose to any person, firm or Company any information concerning the affairs of the Company or disclose, without the written permission of the Company, any information which is or may be of a confidential nature.
- iv) In this connection, you are required to sign the Non disclosure agreement in the prescribed format which shall form a part of these terms and conditions.

TERMINATION OF SERVICE

- Your services can be terminated by giving 60 days notice, in writing or payment of salary in lieu of notice on either side. In case of shorter notice, the liability will be restricted to payment for the proportionate period which falls short of the notice period. If during the notice period you are absent without permission, your services can be terminated without any notice.
- ii) If at any time, in the opinion of the Company, which shall be final, you are deemed insolvent or are found to be guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or of any conduct unbecoming of the status and the post you hold in the Company's interests or of violation of one or more terms of this letter, your services may be terminated immediately.
- You have been offered position on good faith that all the information and documents provided by you at the time of employment are true and correct. Your continued employment is contingent upon satisfactory background verification. EPAM reserves the right to terminate your employment without notice if the information and documents provided by you are found incorrect. EPAM warrants the right to recover the costs incurred to perform the check and withhold your salary thereby.

10. RULES & REGULATIONS

During your employment, you will be governed by the rules, regulations of service and orders of the Company that may be in force and which may be amended, altered or extended from time to time. Your acceptance of this offer carries with it your agreement to observe all such rules, regulations and orders.





11. RETIREMENT

You shall automatically retire from the services of the Company on attaining the age of 60 years and shall have no claim to be continued in the services of the Company thereafter.

You are requested to submit a copy of all the below mentioned documents. All the documents are mandatory to submit on the day of your joining:

- Certificates in proof of your educational qualifications (X, XII, Graduation, Post-Graduation) i.
- Address and ID proof (Passport, Aadhaar & PAN) ii.
- Four passport size photographs (the background should be white) iii.
- iv. Resume
- If you are an experienced person Vi, VII, VIII & IX are necessary. ٧.
- Resignation acceptance/Relieving/ Experience and Offer Letters of all the previous employers. Vi.
- Vii. Pay slips of last 3 months from previous employer.
- Form 16 from previous employer viii.
- Bank Statements (Past 6 months of your salary account) ix.

You are required to sign a copy of this letter confirming the acceptance and compliance of the terms of offer. Please sign and return the duplicate copy of this letter in token of your acceptance within 5 days from issuance of the offer, failing which this offer shall automatically stand cancelled without any further reference to you. You are requested to report for duty formally on or before July 01, 2019, at 10:00 AM.

Thanking you,

Yours faithfully

For EPAM Systems India Private Limited

Shashikanth Bondugula, Director, Head of People, India

I, Vipul Singh Raghuvanshi accept the above terms and conditions and confirm that I will join the services of the company by ___

Signature of the Candidate



ANNEXURE

Name of the Associate

Designation

Vipul Singh Raghuvanshi Junior Software Engineer [D1]

Components	(Amount in INR)			
	Per Annum	Per Month		
Basic	171,360	14,280		
HRA	68,544	5,712		
Bonus (Statutory)	16,800	1,400		
Other Allowances	313,458	26,122		
Gross	570,162	47,514		
PF - Employer's Contribution	21,600	1,800		
Gratuity	8,238	687		
Wages	600,000	50,000		
Cost to Company	600,000	50,000		

Other Allowances:

Other allowances includes Flexible benefits as a component to your salary structure that you can select from the below given list to avail tax benefits per the Income Tax act provisions and as provisioned in the payroll structure/policy of the company. Conditions and limitations may apply.

Lunch Allowance	Maximum of Rs.2200/- per month
Telephone & Internet	Maximum reimbursement of Rs.2000/- per month
Children Education	Maximum of Rs.100/- for education and Rs.300/- for boarding expenses per child and for a maximum of two children
Leave Travel Assistance	Leave Travel Allowance is allowed twice in a block of four years as stipulated in the Income Tax Act
Business Attire	Maximum of Rs. 1000/- per month
Professional Development	Maximum of Rs. 1000/- per month
National Pension Scheme	Maximum 10% of Basic per month





Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airol MIDC, Thane - Belapur Road, Navi Mumbai - 400708, Maharashtra, India. Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121

www.capgemini.com/in-en

Date: June 16, 2019

Ref No: HR/Campus/LO2019999388/1

Vikas Vishwakarma SIES GRADUATE SCHOOL OF TECHNOLOGY

Letter of Intent ("LOI")

Dear Vikas Vishwakarma,

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

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

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

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

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

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

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



Upon joining Capgemini,

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

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

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

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

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

We look forward to hearing from you. Should you have any query, please do not hesitate to contact $\underline{fresherhiring.in@capgemini.com}$

Thanking you, Yours Sincerely,

For & On Behalf of Capgemini

Puneet Kumra Head - Fresher Hiring



ANNEXURE 1

Vikas Vishwakarma

Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be INR 3,00,000/- (Rupees Three Lakh only). Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only). Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Puneet Kumra Head - Fresher Hiring

Signature:	
Candidate Name:	Vikas Vishwakarma
Date:	





18th September, 2019

Mr. Shubham Manohar Burade 704-Royal Heights, Plot-198/199, Sector-21,Kamothe, Navi Mumbai – 410209 Maharashtra, India

Sub: Offer letter

Dear Mr. Shubham Manohar Burade,

With reference to your application and subsequent interview you had with us, we are pleased to offer you an appointment as Executive_NPD in our Organization.

You shall be paid the salary which is mutually decided and agreed by us during the course of the interview.

You will join our organization on or before 3rd October, 2019. Kindly provide your acceptance of the job offer within one week of receiving this letter.

You are requested to produce the following on the day of your joining our organization:

- 1. Four recent passport size photographs.
- 2. Xerox copies of all Academic & Experience Certificates along with originals for verification.
- 3. Age proof.
- 4. Salary details of the previous employer.
- 5. TDS certificate from the previous employer (Form -16).
- 6. Copy of PAN Card.
- 7. Copy of Address proof (Aadhar Card and Passport).
- 8. Relieving certificate from the last employer.

Kindly sign the offer letter as a token of your acceptance. Detailed Appointment letter with terms and conditions will be issued to you on your joining the organization.

Yours Sincerely,

For Kris Flexipacks Pvt. Ltd.

Authorised Signatory



Date: June 24, 2019

Mr. Mohd Mudassir Mohd Sohel Abbasi

Moonlight Tower, A/104, Tanvar Nagar, Mumbra, Thane- 400612

Offer Letter

Dear Mohd Mudassir,

Based on the interview and discussions you had with us, we are pleased to offer you an employment in our **DO Program** under **Digital Vertical**. Details of the terms & conditions of offer are as under:

- 1. You will be designated as **Analyst** and your initial place of posting will be **Mumbai**.
- 2. You will be required to work for five days a week and have two days of leave at any time during the week your manager will inform you about the same.
- 3. Your initial shift timing will be 8:30 am to 6 pm, 1:30 pm to 10:30 pm which is subject to change basis the roster for the Program / Process you are assigned to your manager will inform you about the same.
- 4. Your date of commencement of employment will be on or before **June 25, 2019**.
- 5. Your Cost to the Company will be INR 217,440 (As per the enclosed Annexure).
- 6. Deductions applicable: Professional Tax / Income Tax / Transport (As applicable).
- 7. eClerx offers subsidized transport to employees. Should you wish to avail the same, an amount of **INR 700** will be deductible from your net monthly salary every month.
- 8. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.
- 9. You will be on probation for a period of three months from the date of joining. Upon successfully completing the probationary period, your employment is terminable with **30 days**' notice, with notice being provided by either you or the company.
- 10. During the probation period, you may need to undergo specific / designated trainings as a part of your employment.
- 11. Successful completion of these training and probation period is critical for confirmation of your employment.
- 12. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as the employee. In such cases, you will be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training.

www.eClerx.com

- 13. You are hereby informed that on the day of joining you will have to undergo drug tests pursuant of policies and procedures established by or as may be deemed fit, from time to time, by the Company / client(s) for whose processes you will be working for (i.e. if any). By signing this offer letter, you give irrevocable consent to the Company / its affiliates / officers and employees / Company's client(s), their affiliated companies, agents and officers etc., to conduct / arrange to conduct such test(s) and also release the aforesaid persons/entities of any claims, which you may have in this regard. You may be required to undergo tests for substance abuse as and when deemed necessary by the organisation. Should the reports of such testing be positive, the organisation withholds the right to initiate suitable action, including termination of services, against you.
- 14. You may need to undergo specific / designated trainings as a part of your employment. Such trainings are aimed to present an opportunity to expand your knowledge base, enhance your domain and product know-how, and equip you for effective execution of all your job responsibilities. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as the employee. In such cases, you will be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training
- 15. The offer is made to you subject to the following pre-conditions without fulfilling which your offer may be treated as null and void:

You will be required to submit, the following set of documents within five working days from the date of this letter being issued to you.

- a. Four passport size color photographs.
- b. One set of photocopies of all certificates and mark sheets along with the originals for verification.
- c. One photocopy of appointment letter and last three months' salary slips from the current employer along with originals for verification (Applicable if currently employed).
- d. One photocopy of appointment letter and experience certificate / relieving letter from all the previous employers along with originals for verification (Applicable if worked with more than one organization).
- e. One photocopy of Pan Card. If Pan Card not available, candidate must apply for it and bring the acknowledgement copy.
- f. One photocopy of passport / driving license etc. for photo ID.
- g. One photocopy of telephone bill / ration card, gas connection bill, etc. for proof of address.
- h. One photocopy of experience certificate / relieving letter from the current employer along with originals for verification (Applicable if currently employed) within three working days from the date of joining.
- 16. In the initial recruitment process you were advised that this position is considered 'critical' and, therefore, your appointment is contingent upon successful completion of a background check, documents submitted by you are sent for necessary verification and authentication to the background verification agency.
- 17. Your offer of Employment will not be valid if you are unable to provide your Graduation final year marksheet and Passing Certificate on or before 30th July 2019.

You will be required to report on the said date or you are required to inform the HR at least 15 days before the agreed joining date, failing this, the offer shall stand withdrawn automatically, without any further intimation to you.

On the day of your joining, you are requested to meet with Suketh Shetty from Human Resources team for all joining formalities at our Airoli office at 9:00 a.m. (Address: Building No.11, 6th Floor, K Raheja Mindspace, Plot #3, Thane Belapur Road, Airoli, Navi Mumai-400708, email: suketh.shetty@eclerx.com; contact number: +91-22-41945157).

Terms of your employment are governed by eClerx and eClerx reserves the right to make changes to your work location, shift and business vertical based on requirements of the organisation.

Kindly sign a copy of this letter as a token of your acceptance of this offer.

We welcome you to the eClerx family and wish you a successful career with us.

Yours Truly, Accepted By

For eClerx Services Ltd

Andrews Simon

Associate Principal – Human Resources

Mohd Mudassir Mohd Sohel Abbasi

Annexure I

Name: Mohd Mudassir Mohd Sohel Abbasi

Designation: Analyst

Program: DO

Date of Joining: June 25, 2019

SALARY OFFER BREAK-UP	Amount (INR)	
Basic Pay	7,550	
Conveyance Allowance	1,600	
Medical Allowance	1,250	
Other Allowance	3,082	
Monthly Fixed Compensation	13,482	
Retiral Fund	1,618	
Monthly Total Compensation	15,100	
Annual Total Compensation	181,200	
Performance Bonus (Upto)	36,240	
Cost To Company	217,440	
Gratuity	4,358	
Total Cost To Company	221,798	

Since you have opted not to participate in the Employee's Provident Fund Scheme, the Retiral Fund amount mentioned in your salary will be paid as part of Monthly Fixed Compensation

Other Benefits:

- 1. You will be entitled to earned leaves equivalent to 24 working days per year. At the end of the financial year, 50% of your leave entitlement will be carry forwarded to the next financial year while encashing the rest subject to a maximum limit of 12 leaves.
- 2. All increments and bonus payouts will be prorated basis the date of joining or standard salary changes as per company policy which are contingent on your performance and subject to you being on active payroll of the company, on the date of actual payout. Any Employee serving notice period will not be eligible to receive the increments & bonus pay-outs..
- 3. From the annual bonus, a fixed bi-monthly bonus of 2% would be paid to you every two months, post confirmation of your services with the Company. The balance 8% of your annual bonus would be paid basis your performance as evaluated at the end of the financial year. Non-payment of the bi-monthly bonus, if any, may be on account of performance gap, disciplinary action, or client escalation.
- 4. You will be entitled to gratuity as per the provisions of the Payment of Gratuity Act 1972 and the amendments made thereafter.
- 5. A comprehensive Hospitalization Benefit will be available for you, including pre-existing disease cover. The limit of

Mohd Mudassir Mohd Sohel Abbasi

Confidential

coverage is Rs.100,000.

6. If you are required to work in the night shift, you will also be entitled to receive a night shift allowance calculated basis the number of nights worked during the month, subject to the terms and conditions laid out in the Company's policy.

7. Language Allowance, if any, will be withdrawn if your role changes for any reason whatsoever, and the new role does not require you to use your language proficiency.

8. In the event of your voluntary separation from the company within a period of 12 months from your date of relocation / transfer to any of the Company's offices in India (if any), you shall be liable to pay to the Company, all the expense incurred towards movement of household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer.

For any further queries, request you to get in touch with your recruiter or drop an email to below mentioned POC's:

Mumbai and Pune Location - candidateexperience_eclerx@eclerx.com or contact, Shreya Sharma (8879691073).

Chandigarh Location - Recruitment Managers@eclerx.com or contact, Anjali Singh (8558896846)

I have read and understood all the above mentioned points and accept the offer.

Offered By: Andrews Simon

Designation: Associate Principal - Human Resources

Accented by:	Date:



CONTINUUM MANAGED SOLUTIONS PRIVATE LIMITED

(A wholly owned subsidiary of Continuum Managed Services, LLC. USA)

August 20, 2018

Ms. Khushaboo Singh D/O: Man Singh, I-7/7/26, Spaghetti CHS, Near DAV School, Sector- 15, Kharghar, Navi Mumbai, Maharashtra- 410210.

Private & Confidential

Subject: Offer of Employment

Dear Khushaboo,

We are pleased to offer employment to you on a full time basis as **Software Engineer - I(Grade- 2B)** with Continuum Managed Solutions Private Limited ("Company") starting **June 13, 2019** or such other date as may be notified by the Company to you. Your employment will be subject to a 6 month probationary period which period shall commence from the date of your joining the Company. The terms and conditions of your employment with the Company are set out within Annexure "A" attached to this letter.

Your all-inclusive gross annual compensation on a cost-to-company basis shall be **as per Annexure "A"** which is inclusive of the applicable statutory benefits, contributions, bonus (if any) and tax to be deducted at source by the Company.

Please note that our offer of employment is conditional upon satisfactory feedback from your references and necessary background, academic and criminal checks. Our offer is also contingent upon your full and complete disclosure to the Company of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company in this offer for employment. The Company reserves the right to withdraw this offer or terminate your employment without any obligation whatsoever in the event that it determines or believes that any contractual or other obligation may limit your ability to engage in business activities for the Company.

If you wish to accept our offer of employment, please provide your written confirmation within [3] days from the date of this letter and sign and return to us a copy of this letter (along with **Annexure "A"** on or before the date of joining. Our offer shall automatically lapse and stand revoked unless you confirm your acceptance and provide a sign copy of this letter within the prescribed time.

Should you accept our offer, you are requested to provide the Company with copies of the following documents (if not provided earlier) along with 2 recent passport-sized photographs, on the date of joining the Company:

- 1. Relieving letter issued by your most recent employer, if any
- 2. Passport (most recent)
- 3. Aadhar Card
- 4. Relevant educational certificates
- 5. Last drawn pay slip
- 6. Permanent Account Number (PAN) card
- 7. Birth certificate.



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

If you have any questions in relation to this offer, please contact me at 'hr.mum@continuum.net'.

Yours sincerely,

For Continuum Managed Solutions Private Limited

Malathi Rai

Vice President- HR & Admin

Acceptance

I hereby accept the terms and conditions of this offer for employment with Continuum Managed Solutions Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer. I agree to join the Company on the joining date as provided in **Annexure "A"** of this letter.

Sign:	 	
Name:		





Annexure A

TERMS AND CONDITIONS OF EMPLOYMENT

- 1. Appointment: Your employment with the Continuum Managed Solutions Private Limited ("Company") will be with effective from June 13, 2019 (or such other date as may be notified to you by the Company). Your employment will be subject to a 6 month probationary period which period shall commence from the date of your joining the Company. During probationary period, the notice period to be served by either party shall be 30 days'. Your employment shall be automatically confirmed after the completion of the 6 month probationary period unless otherwise conveyed to you by the Company. The Company may choose to extend such probationary period to the extent it deems fit.
- 2. Information: The Company's offer for employment is based on the particulars, information and declarations provided by you. If at any time it is observed that the information provided by you is false or misleading or there is any concealment of facts by you, the Company reserves the right to immediate terminate your employment, besides the Company's right to initiate disciplinary action against you.
- 3. **Disclosures:** You are required to disclose in writing to the Company all of your business interests, if any, whether or not they are similar to or in conflict with the business(es) or activities of the Company and all circumstances, in respect of which there is or there might in the future be a conflict of interest between the Company and you or any of your immediate relatives. You agree to disclose fully to the Company in writing any such interests or circumstances which may arise during your employment immediately upon accruing of such interest or occurring of any such circumstances.
- 4. Working Hours and Days: You will observe the working hours and working days as may be communicated to you by the Company from time to time. It is hereby clarified that the Company operates on a 24X7 basis and accordingly the Company may require you to work in different shifts, including night shifts, as may be necessary from time to time. You accordingly agree to work in various shifts (including night shift) and confirm that you will comply with any and all directions and instructions as provided by the Company in relation to working in different shifts.
- 5. **Duties& Responsibilities**: You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. You may be required to perform other duties as required by the Company from time to time.
- 6. Transfer: Depending on business needs, the Company may, at its sole discretion, change your designation or transfer you to any other team, department or offices of the Company or of its affiliates. The Company has a right to assign, second or depute you to any affiliates of the Company or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.
- 7. **Restriction**: While in the employment of the Company, you are not allowed to be employed in any other organisation on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company.
- 8. Compliance with Code of Conduct Guidelines and HR Policies: You will abide by the Code of Conduct Guidelines, in letter and spirit. Please contact Human Resources to pursue a copy. You will also comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you. Your employment will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified



or omitted by the Company from time to time, including those as may be provided in the Company's Employee HR Handbook, service rules, code of conduct, etc.

- 9. Compliance with Laws: You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.
- 10. Compensation: Please refer to the Salary Appendix for your compensation structure. Your variable pay, if any, will be based on your individual performance and also subject to Company performance. Your salary, payable on a monthly basis, is inclusive of the applicable statutory benefits, if any, and tax to be deducted at source by the Company. Any contributions to be made by the Company on your behalf shall be deducted from your salary. Your compensation may include certain allowances as may be extended by the Company to its eligible employees from time to time and subject to limits specified under the applicable tax laws. Your compensation may be amended from time to time by the Company at its sole discretion. You understand and acknowledge that that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.
- 11. Fitness: In order to perform your duties towards the Company, you are required to keep yourself in good health and fitness both physically and mentally. The Company may subject you to medical checkup at regular intervals if applicable. If based on your medical checkup the Company determines that you are not physically or mentally fit to perform your duties towards the Company, the Company reserves the right to terminate your employment.
- 12. Training Programmes and/or Conferences: As an employee of the Company, you may be required to undergo various training programmes and attend various conferences as the management of the Company may deem fit to keep you abreast of latest developments and to develop/improve your skills. The Company may also offer you opportunity to travel overseas for special training programmes or for attending conferences, in order to enhance your professional skills and/or career opportunities, in the Company and otherwise. If you accept the Company's offer to travel overseas for undergoing training or participating in conferences, you shall be required to executive with the Company a training bond and agree to inter alia serve a minimum term of employment with the Company, failing which you shall be required to reimburse to the Company the recruitment, induction, travel, training, conference, immigration costs and other related expenses, including for the cost for opportunity loss.
- 13. Travel: The Company may require you from time to time, to travel to locations in India or overseas and work out of client's sites. The Company may also require you to engage in travel on behalf of the Company, and to work night hours, required by the nature of the business of the Company. You expressly agree to accept such travel and hours of work without additional compensation. Reasonable and necessary professional expenses for travel and lodging, incurred by you, in furtherance of Company business, shall be reimbursed to you in accordance with the standard policies of the Company, as in effect from time to time, upon presentation of documentary evidence that is acceptable to the Company.



14. Professionalism & Conduct:

- In course of your employment with the Company, you are expected to exert high degree of professionalism in discharging your duties towards the Company and in dealing with other employees of the Company including your superiors. All your actions must be directed towards the best interests of the Company. You may be liable to be dismissed from the Company without any notice in case you are found guilty of any misconduct, dishonesty, disobedience, misappropriation, moral turpitude or misdemeanour.
- II. Any lapse, deficiency or negligence on your part in discharging of your duties and performing your job responsibilities will be viewed seriously. On happening of such lapses etc., on your part, your employment with the Company may be liable to be terminated besides being liable to pay adequate damages to the Company.
- 15. **Authority**: Unless specifically authorised by the Company in writing you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.
- 16. Employee Confidentiality, Assignment of Development and Non-solicitation Agreement: As a condition to your employment with the Company, on or prior to joining, you shall be required to execute with the Company an Employee Confidentiality, Assignment of Developments and Non-solicitation Agreement as per the draft provided by the Company.
- 17. **Employment Termination**: Either party may terminate your employment with the Company by giving to the other 60 days' notice in writing. The Company may in its sole discretion decide to pay you in lieu of notice. Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this offer letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies, Standing Orders or Employee Handbook. Absence for a continuous period of seven (7) days from work without prior written approval (including due to unapproved overstay of leave/ training), would be construed as your abandonment of employment and your service with the Company shall automatically cease. In case you have given a notice to resign or terminate your employment, you shall be required to serve the notice period dutifully and in good faith, although the Company may, at its sole discretion, require you to leave service at any time during the notice period without any salary in lieu of notice or pro-rated salary for the balance unexpired portion of the notice period. Besides, your right to resign or terminate your employment shall be subject to any minimum service period committed by you.
- 18. **Garden Leave**: The Company reserves the right to require you to observe a garden leave during notice period. You shall continue to be employed with the Company during the period of garden leave and the Company shall pay you salary and applicable benefits during such period of garden leave. During the garden leave period, the Company in its sole discretion may: (i) cease to vest in or assign to, you any powers or duties or to provide any work to you; (ii) change your duties in



whatever way the Company decides is appropriate; (iii) require that you do not contact or communicate with any current, former or proposed clients, customers, employees, or vendors of the Company; (iv) exclude you from the premises of the Company; and/or (v) announce to employees, clients, customers, vendors, etc. of the Company that you have been given notice of termination or resigned (as the case may be). You hereby acknowledge and confirm to comply with any conditions laid down by the Company during the period of garden leave and accept that your duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this annexure.

- 19. Return of Property and Separation and Release Agreement: On termination of your employment you shall return to the Company all the assets and property documents, files, books, papers, information, memos, confidential information or any other property belonging to the Company in your possession or under your control (this includes all IP and any leased properties). If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or on termination of your employment with the Company. In case of termination of your employment for any reason, the Company may also require you to sign a Separation and Release Agreement without any additional compensation.
- 20. **Non-disparagement**: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.
- 21. Sensitive Personal Data and Information: The Company may, in connection with your employment, collect sensitive personal data and information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting our offer, you expressly consent to the following: (i) the collection, use processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that you will read and understand the Company's Privacy Policy as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iv) use of your personal images and voices in marketing material, videos, etc; and (v) treating any personal data to which you have access in the course of your employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
- 22. Misuse of Company's property or facilities: Any unauthorized use or misuse of Company's property or facilities, including but not limited to Company's system, software, internet facilities etc., on your part of any violation on any of the stipulations of Company's information security policy would also be treated as a serious lapse and violation of terms and conditions of your employment and would make the Company fully eligible to claim appropriate damages from you without prejudice to Company's unfettered right to terminate your services without any notice or pay in lieu thereof.
- 23. Full and Final Settlement: In the event of cessation of your employment, your full and final settlement will be done after the notice period. Full and final settlement is subject to no dues from all the concerned departments and hand-over of Company assets, documents and any other belongings of the Company, in good condition. In case of any loss or damage or non-submission of Company assets, the cost of such assets will be deducted from your full and final settlement. You hereby acknowledge the fact that in case of non-submission of Company assets, the Company will have the right to take appropriate legal action against you towards recovery of said Company assets in the appropriate courts at Mumbai.



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

You also represent to the Company that you have not appropriated any confidential, proprietary or trade secret information (including but not limited to written information, information contained in computer storage systems or information compiled or stored in any other manner) from any third party (including but not limited to any former employer), except as may have been expressly permitted in writing by such third party or its authorized representative. You shall not disclose to the Company, or otherwise use during the course of your employment with the Company, any confidential, proprietary or trade secret information of any third party which you may possess, without such written permission.

- 25. Governing Law and Jurisdiction: Your employment with the Company shall be governed and construed in accordance with the laws of India. The parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 26. Binding Nature: You are hereby specifically informed that your acceptance of the terms and conditions contained in this letter shall create binding contractual obligations and obligations of trust during the entire term of your employment, which may affect your rights, including rights to inventions which you may make during your employment. Breach of any of the terms or conditions of your employment may make you liable to pay to the Company damages and compensation for breach of trust and contractual obligations, apart from other legal consequences.
- 27. Background Verification: Your employment with the company will be subject to reference and background checks conducted by the company or through designated third parties. If any declaration given or furnished by you to the company proves to be false or if you are found to have wilfully suppressed any material information in such case, the company shall be entitled to terminate your services with immediate effect, without notice.

Signature:	 	
Name [.]		

Agreed and accepted



Annexure - 'A' Compensation & Benefits

Name: Khushaboo Singh

Designation: Software Engineer - I

Grade: 2B

Date of Joining: June 13, 2019

CTC Break-Up

		Amount	t in Rupees
Particulars		Monthly	Annual
Fixed Salary		45834	550000
Basic Salary		17875	214500
House Rent Allowance		10725	128700
City Compensation Allowance		8044	96525
Statutory Bonus		3000	36000
Meal Coupon		2900	34800
Leave Travel Allowance		1490	17875
Sub-total	(A)	44034	528400
Provident Fund - Employer contribution			
(Max. Rs. 1,800 i.e. 12% of Rs. 15,000)		1800	21600
Employee State Insurance - Employer Contribution		-	-
Sub-total	(B)	1800	21600
Total Fixed Salary	(C) = (A)+(B)	45834	550000
Benefits			
Group Health, Life & Accidental Insurance (Premium)		864	10367
Gratuity as per The Payment of Gratuity Act 1972		859	10313

**Description of above salary heads are given below

For Continuum Managed Solutions Private Limited

Malathi Rai

Vice President- HR & Admin

Signature Not Verified Digitally signed by MALATH RAI Date: 2018.08.20



Description of Salary Heads

Statutory Bonus: This is paid to eligible employees as per statutory norms, as a part of monthly salary.

Meal Coupon:

- Employees with a Fixed CTC of Rs.5,00,001 and above per annum are eligible to avail Meal Voucher
- Meal coupons are exempt from tax. They can be used in the cafeteria, restaurants and for buying groceries.
- Meal coupons are optional and monthly limit is Rs. 2,900/-.

Leave Travel Allowance:

- To avail tax benefit on LTA amount, Employee need to apply for a minimum 3 days earned leave as per Income Tax Act 1961, and submit supporting travel documents for self and his family. (Please refer Income tax guideline).

Provident Fund:

- Employees have to compulsorily contribute to the PF scheme
- In case the Basic pay is less than Rs. 15,000/-, then the PF contribution is @ 12% of actual Basic pay.
- In case the Basic pay is more than or equal to Rs. 15,000/-, then the PF contribution is @ 12% of Rs. 15,000/- month.
- Employer's contribution is the same as Employee contribution which forms a part of the CTC.
- These amounts are transferred to the employee's PF account directly.

Employee State Insurance Scheme (ESIC)

- For employees gross earning Rs. 21,000/- or less per month, the employer contributes 4.75 % and employee contributes 1.75% of Monthly Gross Salary.
- While considering an employee's eligibility for ESIC, Statutory Bonus is excluded from the monthly gross
- This fund is managed by the ESI Corporation (ESIC) according to rules and regulations stipulated there in the ESIC Act 1948, which oversees the provision of medical and cash benefits to the employees and their family through its large network of branch offices, dispensaries and hospitals throughout India.

Insurance Benefits:

- All employees are covered under following insurance policy as per the Company policy.
- Group Health Insurance of **3,4,5 Lakh per annum depending on the Level** (Self, Spouse & upto 2 children)
- Accidental Insurance (Self only) upto 10 Lakh per annum
- Term Life Insurance (Self only) 3 times Total Fixed Salary (Subject to a minimum of 15 Lakhs). Company reserves the right to amend the scheme from time to time.



Gratuity:

- To be eligible for gratuity, an employee must complete 5 years of continuous service with the organisation.
- An employee gets gratuity at the time of retirement or leaving the job as per The Payment of Gratuity Act 1972.

Night Shift Allowance:

- Employees assigned to night shift would be eligible for a night shift allowance as per the CTC range.
- Night Shift Allowance is paid on monthly basis, based on actual night shift days worked by an employee.

Statutory Deduction:

- Provident Fund Contribution (employee & employer contribution), ESIC, Professional Tax, Income Tax and Maharashtra State Labour Welfare fund(MLWF) will be deducted from your Total Fixed Salary as applicable from time to time.

For Continuum Managed Solutions Private Limited

I accept the above Terms and Conditions

Malathi Rai

Vice President- HR & Admin

Signature & date Acknowledgement



OFFER LETTER

PRIVATE AND CONFIDENTIAL

Date: 14-02-2018

Dear Tejas Mahesh Paradkar,

We have the pleasure to offer you the position of **Java Developer** on Full-Time Basis, at Decathlon Sports India Pvt. Ltd.

1. Terms & Conditions

- 1. You will report to Vivek Patel or any officer appointed by him/her on 11-06-2018
- 2. Your monthly gross salary will not exceed Rs. **28000.0** (INR. Twenty Eight Thousand). Refer to the salary annexure mentioned below
- 3. You may also receive a bonus on monthly basis and which would be to a maximum of 20.0 % of your monthly gross salary. Your manager will explain to you the calculation of such bonus
- 4. Please note that salary and bonus payments are made based on individual merits and therefore such matters should be kept strictly confidential to yourself only
- 5. Changes in your compensation are subject to the discretion of the Company and will be subject to and be on the basis of your effective performance and results during your employment and other relevant criteria
- 6. You will be on probation for a period of 6 month(s) from the date of your appointment. On completion of the probation period, if the Company finds you to be suitable for the appointed post, your appointment shall be confirmed and communicated to you in writing

For Decathlon Sports India Pvt Ltd

Thanking you Vivek Patel

Salary Annexure

Emoluments	CTC with	out Bonus	CTC wit	th Bonus
	Per Month	Per Annum	Per Month	Per Annum
Fixed Gross	28000.00	336000.00	28000.00	336000.00
Basic Salary	14000.00	168000.00	14000.00	168000.00
House Rent Allowance	7000.00	84000.00	7000.00	84000.00
Conveyance Allowance	1600.00	19200.00	1600.00	19200.00
Leave Travel Allowance	-	-	-	-
Medical Expense Reimbursement	1250.00	15000.00	1250.00	15000.00
Special Allowance	2984.00	35801.00	2984.00	35801.00
Bonus @ maximum 20.0%	-	-	5600.00	67200.00
Gross Salary	28000.00	336000.00	33600.00	403200.00
PF	1800.00	21600.00	1800.00	21600.00
Gratuity	674.00	8081.00	674.00	8081.00
СТС	30474.00	365681.00	36074.00	432881.00



April 27th 2018

To: Sayali Sanjay Terde

Sub: Letter of Offer for Employment

Dear Sayali,

We are pleased to offer you the position of Associate Software Engineer at Rave.

We would like you to join not later than September 3, 2018 unless the date is extended to a mutually agreed date and communicated to you in writing.

Your Annual Total Employment Cost to the Company will be Rs.3,75,000/- (Rupees Three lakh and seventy five thousand only). A formal Appointment letter detailing the compensation and other terms & conditions will be issued on joining.

You will be under training for 6 - 8 weeks. Your performance will be reviewed after six months from training.

Your offer has been made based on information furnished by you. However if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment and will attract financial implication.

Your employment as per this offer is subject to you being medically fit. In this regard a medical declaration form is attached, which needs to be filled and certified by a medical practitioner. This needs to be submitted while joining Rave.

Please sign and return the duplicate copy of this letter as your acceptance to Rave.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders.

Thanking You, Yours sincerely,

Chanchal Chandiok **HR Director**

exchan

ACCEPTANCE OF OFFER FOR EMPLOYMENT I accept this offer and will join

Rave Technologies (India) Pvt. Ltd.

Corporate Office:

3rd Floor, Madhu Corporate Park Ltd Pandurang Budhkar Marg, Worli

Mumbai-400013. India

Registered Office:

Ballard House, 2nd Floor, Adi Marzban Path, Ballard Pier, Fort, Mumbai-400001.

Tel: +91 22 66606600 / 67405100

Fax: +91 22 2496 8803

Email: info@rave-tech.com

Website: www.rave-tech.com

CIN: U31900MH1998PTC117068



Flowserve Sanmar Limited

Regd Office:
9 Cathedral Road
Chennai 600 086 India
Tel + 91 44 2812 8500
www.sanmargroup.com
CIN U18209TN1987PLC014838

11 June 2018

Mr Sagar Ashok Tripathi SS-1/154 Vashi Navi Mumbai 400703

Dear Sagar

With reference to your application and the subsequent interview you had with us, we are pleased to inform you that you have been selected for the position of Engineer (Trainee).

You will be on training for a period of twelve months. As part of the training, you would undergo detailed classroom and on-the-job training in the respective field / function, company policies and other areas relevant for the efficient discharge of your subsequent responsibilities.

The other terms and conditions were explained to you in detail during the personal discussion.

Your appointment is subject to your being found medically fit in the pre-employment medical examination and successfully completing your **Engineering** with an overall aggregate of at least 60%. **All papers should have been passed without any history of arrears.**

Kindly sign the duplicate copy of this letter as a token of your acceptance to join us as **Engineer** (**Trainee**) and return it to us.

The formal offer of appointment confirming the various terms and conditions discussed with you will be given at the time of your joining.

With best wishes,

Yours sincerely

For Flowserve Sanmar Limited

Klenkatush S Venkatesh

Senior Vice President - Human Resources







Anish Unnikrishnan Mumbal

May 31, 2018

Subject: Letter of Offer

Dear Anish,

Based on our recent discussions with you, we are pleased to extend you an offer to join GEP (dba GEP Solutions Private Limited, hereinafter referred to as 'the Company'). This letter will officially confirm your annual total earning potential and terms of your employment.

Your total compensation as Cost to Company would be INR 425,000/- per annum, of which -

Fixed Component

INR 400,000/- per annum payable monthly

Performance Linked Pay

INR 25,000/- per annum payable bi-annually

All perquisites and benefits in your compensation shall be governed as per policy applicable to employees in your grade/level in the Company and shall be governed by statutory guidelines and taxes as applicable. However, the structure of your compensation plan may be altered/ modified at the discretion of the Company from time to time in line with its compensation policy.

Your designation, start date, compensation & benefits package will be as indicated on compensation & benefits stack up page.

The terms of your employment are subject to the following pre-conditions (If applicable) -

- The office will be open to business on all days, other than declared holidays, from Monday to Friday. Your total working hours (including break(s)) is 45 hours per week. Your specific work timings will be determined by your role / functional needs.
- Your date of commencement of employment will be no later than 2nd July 2018.
- 3. GEP offers subsidized transport facility to all the employees. Should you wish to avail the same, an amount as per transport guidelines will be deducted from your net monthly salary every month.
- You will be entitled to 21 working days leave per annum. Detailed Leave Policy will be shared with you post your
 joining.
- You will be on probation for 6 months from the date of joining GEP. During probation, the notice period will be 30 days and on confirmation, it will be 60 days.
- Please note that incase of Voluntary or Involuntary separation for any reason at any time before completion of
 one year from your start date, full amount of any relocation assistance, notice buyout or joining bonus (if any), will
 be recovered as a part of your Full & Final Settlement
- The first Performance Linked Pay will be applicable, only if you have spent atleast three months in the organization and are eligible for the performance assessment for the immediate next Appraisal cycle (Mid-term Review or the Annual Appraisal).
- 8. Performance Linked Pay is determined by your performance and the payment is in accordance with the achieved ratings and applicable Performance metrics in conjunction with the amount stated above
- The offer of employment will be termed null and void if there is any misrepresentation of facts noted on the employment verification form



- 10. The terms of this letter and this offer are valid for two (2) days from the date of this letter. If we do not receive the above requested documents from you before the expiration of this period or after receiving your acceptance of this offer if you do not join the Company on a mutually agreed date of joining, or if, we are unable to set an alternative date, the terms of this letter and this offer will be deemed to have been rejected by you, unless otherwise communicated to you by the company in writing.
- 11. You will be retired from service on attaining the superannuating age of 58 years or earlier in case you are found to be physically/ mentally unfit to work any longer or for continued ill health as certified by the medical officer / medical practitioner nominated by the Company.

The Letter of Offer is strictly confidential between you and the Company. Any discussion of your compensation with any third party is a ground for revoking the Letter of Offer.

The Terms & Conditions of your employment will be governed by the Offer Letter and Appointment Letter given to you.

We believe you have a successful career ahead of you and look forward to your joining us.

Yours Sincerely,

Subhash Makhija

Chief Executive Officer

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Accepted by:

Anish Unnikrishnan

1 ,

Date



COMPENSATION & BENEFITS STACK UP

Name	40-40-	Anish Unnikrishnan	
Designation		Associate Software Engineer Technology	
Department			
DOJ		2 ^{ed} July, 2018	
7270	Si	ilary Breakup	
Annual CTC		INR 425,000	
	.000 a		
Sr. No.	Salary Heads	Per Month (INR)	Per Annum (INR)
1	Basic Salary	11,333	135,99
2	House Rent Allowance	5,667	67,99
3	Leave Travel Allowance	944	11,33
4	Other Allowance	13,279	159,353
Flexible Components			
1	Food Coupon (i)	0	
Gross Earnings (A)	*11	31,223	374,686
1	Employer's PF cont. (ii)	1,360	16,320
2	Statutory Bonus	750	9000
стс (в)		33,333	400,000
Deductions			
1	Employee's PF Cont.	1,360	16,320
2	Professional Tax	200	2,500
4	Income Tax	As applicable b	ased on investments
Gross Deductions (C)		1,560	18,820
Net Payable (B - C) - (i + ii)	30,413	364,860
Benefits		7	
1	Medical insurance	Up to INR 300,000/-	Self + Spouse + 2 Dependent Children
2	Accident Insurance	Up to INR 500,000/-	Self Only
3	PF PF	Inclusive of CTC	July Start
4	Gratuity	Exclusive of CTC	
5	Life Insurance Coverage	Up to 3 times of CTC	Self Only
6	Performance Linked Pay*	INR 25,000	Bi-Annually



Other Benefits:

- You have an option to availing GEP negotiated rates to cover your parents under a separate insurance plan up
 to INR 500,000. Premium for this is paid by the employee. This plan allows for coverage of Pre-existing
 ailments. Employees needs to be avail this benefit within 15 days from his/her Date of Joining.
- For permissible claims under the medical insurance plans detailed above, a co-pay of 10% is applicable.
- Since you are enrolled under the Employees' Provident Fund Scheme, the Retiral Fund amount will be
 deposited in your PF account as Employer's contribution. Your personal contribution to PF will be deducted from
 your Monthly Fixed Compensation
- Performance Linked Pay is determined by your performance and the payment is in accordance with the
 applicable Performance metrics in conjunction with the amount stated above.



Subject: Acceptance of Offer

Dear Sir/Madam,	Softwa	are Engine	er	_
I accept the offer extended to me of Associate	e e	at a CTC of I	NR. 4,29	
be based out of your Office. Airoli, Navi Munbai		S2	•	
I assure you that I will submit all documents and complete	ly with all forma	alities as necessa	ary upon joinin	g and thereafter
		e		
Thanking you.		7		
	•			
Yours Sincerely,				
And the second				
A 1				

Signature:

Name: ANISH UNNIKRISHNAN

(Kindly mention your name, as you would like it to reflect in our records)

Date of joining: 62/67/2018



Per. File No. TRN:05/407.18

In Duplicate By Reg. Ad. May 31, 2018

Mr. Balbhim Shahadeo Gavate At & Po: Belura, Ta & Dist: Beed- 431 122.

Dear Mr. Balbhim,

Please find enclosed here with following documents for necessary action at your end.

1. On Job Training offer letter in Duplicate.

2. A letter addressed to the medical authority for carrying out the medical examination along with the format for the medical report.

3. The draft copy of the Agreement and the Surety Bond which are to be executed on non-judicial stamp papers of Rs.100/-.

Please complete all the formalities as specified in the offer letter and please produce all the original documents, complete in all the respects at the time of joining.

Please note that the offer letter shall be valid subject to the satisfactory Medical Report.

Thanking you,

Yours faithfully, For AmulFed Dairy

A.K. Bayati General Manager

PS: Please bring original Diploma / Degree certificates on the day of joining without fail

po d



In Duplicate By Reg. Ad. May 31, 2018

Per. File No. TRN:05/407.18

Mr. Balbhim Shahadeo Gavate At & Po: Belura, Ta & Dist: Beed- 431 122.

Dear Mr. Balbhim,

Sub.: Training Opportunities in AmulFed Dairy. Ref.: Your Interview with us on 14-05-2018.

With reference to above, we are pleased to offer you On Job Training opportunities in AMULFED DAIRY, on following terms & conditions.

- This is NOT an offer for the job at AmulFed Dairy. AmulFed Dairy does not guarantee any
 job opportunities, on completion of the training. Employment may be offered if vacancies
 exist and the performance of the trainee is found satisfactory.
- 2. The training shall constitute of two six-month periods. Towards the end of first six months, you shall be evaluated for your performance. In case your performance is adjudged to be satisfactory, you shall be admitted to second six-month session of on job training. In case your performance is not adjudged to be satisfactory, your on job training shall end on completion of first six month period.
- The trainees who shall be offered on job training during second session of six months shall be communicated in writing.
- 4. During the training period, a stipend of Rs.20,000/- (Rupees Twenty Thousand only) per month shall be paid.
- No other allowances or any other benefits shall be offered, during any of the six month on job training periods.
- 6. A trainee shall be eligible for total five days casual leave without stipend during each session of training. These leaves shall be granted only on prior sanction basis. Any absence without prior permission shall be treated as absence without stipend.
- A trainee shall be eligible for three National Holidays and seven Festival Holidays during training period. If any Holiday comes on weekly off day of the trainee, no compensatory holiday shall be given.

No. Per. File No. TRN:05/407.18

- In case you wish to discontinue the training you will be required to give 15 (fifteen)
 working days notice in writing to the management.
- AmulFed Dairy can terminate the training opportunities with 24 hour notice on following grounds, apart from its termination due to completion of training period.

a) A trainee remains absent for more than 02 (Two) days without prior permission in

Writing.

- b) Conduct of the trainee constitutes a risk for himself or is not in the interest of organization.
- 10. The on job training shall necessitate shift working.
- 11. The trainees may be offered hostel facilities in the campus, subject to availability of accommodation. These facilities shall be on payment basis.
- 12. Considering the nature of business, AmulFed Dairy conducts, smoking, chewing of pan or tobacco or similar items in Dairy premises is strictly prohibited. Infringement may entail summary dismissal from the training programme. Also you have to confirm to standards of personal hygiene and dressing as prescribed by General Manager, from time to time.
- 13. Trainee will not pursue any further academic and / or professional education, whatsoever, during your training with the AmulFed Dairy, without obtaining prior written permission from the General Manager.
- 14. You will be required to open Saving Bank Accounts on your personal name at Bank of Baroda, Girdharnagar Branch, Ahmedabad, on your own, within 10 days after joining and also you shall provide give the account No. to Administration department to facilitate payment of stipend.
- 15. At the time of joining you will be required to produce,
 - a) Relieving order from your present employer, (if employed presently).
 - b) Medical fitness certificate, in the enclosed format from the Doctor / Hospital as specified in the medical report format. You shall be reimbursed the medical examination fees by us, on successful completion of six months training programme.
 - c) Attested copies of the certificate in proof of age, qualifications, experience and present salary. (if you have not already submitted at the time of interview).
 - d) Your photographs of 25mm X 32mm size, 4Nos
- 16. This offer as Trainee is subject to your executing an Agreement and a Surety Bond to serve the AmulFed Dairy, for a period of THREE years, including training period. The draft of the Agreement and the Surety Bond which are to be executed at the time of your joining on non-judicial stamp papers of Rs.100/- each are enclosed.

DatePage No.3

17. In case you are fail in the final semester of B.E. (Printing & Packaging Tech.) held by University of Mumbai, your training will be liable to be terminated.

Your first training session shall commence on 18-June-2018 and shall end on 17-Dec-2018 provided it is not terminated earlier.

If the above terms and conditions are acceptable, to you, please return the duplicate copy of this training offer letter duly signed by you, on each page as a token of your acceptance to the terms and conditions stipulated herein.

Thanking you,

Yours faithfully, For AmulFed Dairy

A.K. Bayati General Manager

I accept unconditionally the above on job training offer and I agree to the terms & conditions mentioned therein.

Date:

Signature of the Candidate.



22/06/2017

Mr. Rahul Subramanian B-702, Maruti Ashish, J. N. Road, Mulund West Mumbai 400080

Dear Rahul,

Sub: Offer letter

With reference to your application and subsequent interview you had with us, we are pleased to offer you an appointment as "Executive – Sales & Marketing" in our organization.

You shall be paid the salary which is mutually decided and agreed by us during the course of the interview.

You will join our organization on 1st July 2017. This offer will be valid till 1st July 2017.

You are requested to produce the following on the day of your joining our organization:

1. Two recent passport size photographs.

- 2. Xerox copies of all Academic & Experience Certificates along with originals for verification.
- 3. Age proof.
- 4. Salary details of the previous employer.
- 5. TDS certificate from the previous employer (Form 16).
- 6. Copy of PAN Card.
- 7. Address proof. (Aadhar Card & Passport Copy)
- 8. Relieving certificate from the last employer.

Kindly sign the offer letter as a token of your acceptance. Detailed Appointment letter with terms and conditions will be issued to you on your joining the organization.

Yours Sincerely, For Kris Flexipacks Pvt. Ltd.

Authorised Signatory

Corporate Office: Kris Flexipacks Private Limited, A - 39, Road No. 11, Wagle Industrial Estate, Thane (West) - 400604. Maharashtra. India. Ph:+91 22 30948000 | Fax: 91 22 30948080 | Web: www.krisflexipacks.com | CIN/LLPIN: U25209MH2007PTC168369

Registered Office: 65, Shanti Industrial Estate, S.N.Road, Mulund (West), Mumbai – 400080, Maharashtra. India.



Date: September 23, 2016

Ref: L&T Infotech/HR/Campus/2017

Name: Ankita Nair

College: SIES Graduate School Of Technology, Nerul

OFFER OF EMPLOYMENT

Dear Ankita Nair,

Welcome to L&T Infotech (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Graduate Engineer Trainee**.

During the initial training period of 12 months, your gross salary including all benefits will be Rs.3,18,000/- as per the details mentioned in 'Annexure-1'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining L&T Infotech 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 L&T Infotech. 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 L&T Infotech 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

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

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.

3. Documents

Your offer is subject to you submitting all the necessary documents at the time of joining, the details of which will be intimated to you prior to your joining L&T Infotech. 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 L&T Infotech for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay L&T Infotech 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.lntinfotech.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 L&T Infotech.

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 L&T Infotech family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.

Joji Varghese

Sr. HR Manager

I have read the letter and accept the same.

Signature and Date



ANNEXURE-1

Name : Ankita Nair Date : September 23, 2016

Salary Grade : GET(I)

Component	Amount Rs./Per Annum	Amount Rs. /Per Month
Basic		10,000
House Rent Allowance (H.R.A.)		5,000
Conveyance Allowance		1,600
Medical Allowance		1,250
Adhoc Allowance		5,951
Meal Allowance		1,210
Sub- Total (A)	300,132	25,011
<u>Deferred Benefits</u>		
Provident Fund		1,200
Sub- Total (B)	14,400	1,200
Total (A+B)	314,532	26,211
Mediclaim Premium	3,474	
Grand Total	318,000	

^{*}Meal Allowance is payable as per eligiblility

Notes:

- Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- H.R.A. will be deducted for accommodation (if any) provided by the Company.
- You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
- The Company can set off or make appropriate adjustment from Adhoc Allowance towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution
- 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.

Medical Insurance:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 21 yrs of age) for maximum amount of Rs. 100,000/- p.a.



ANNEXURE-2

			T	
Qualification	B.E./B.Tech.	MCA	BSC/BCA/BCS/Diploma	
Branches:	All	Computer Application	Comp Sc, IT, Information Science, Physics, Maths, Stats & Extc	
Age Criteria: As on 1st July of Passing year (2017)	Less than 24 years	Less than 26 years	Less than 23 years	
Academic Gap:	No Academic gap allowed dur	ing/middle of the course for SSC, Dip	loma/HSC, Graduation	
Course must complete in:	4 years	3 years	3 years	
SSC, HSC , Diploma (if applicable)	60% & Above OR Equivalent CGPA	60% & Above OR Equivalent CGPA	55% & Above OR Equivalent CGPA	
Percentages / CGPA:	NOTE: SSC /HSC should have cleared in FIRST ATTEMPT only Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered.			
Graduation Percentages/CGPA:	60% & Above <u>OR</u> Equivalent CGPA (Relaxation of 2% at the time of appearing for process)	60% & Above <u>OR</u> Equivalent CGPA (Relaxation of 2% at the time of appearing for process)	55% & Above <u>OR</u> Equivalent CGPA	
	Aggregate of all semesters AND all appeared subjects			
	Only For University of Mumbai & Pune University colleges: (Aggregate of all semesters AND all appeared subjects) OR First Class as per Provisional/Passing Certificate			
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation,	Maximum of 2 Reattempts/ATKTs/throughout Diploma + Graduation This also includes Internal, Externattempt/ATKTs/Backlogs/Arrears a Re-exam (Supplementary or Add main exam is also considered as Re	+ Post graduation nal, Oral/Verbal/Practical Re- nd re-attempts due to Absenteeism. itional exams) given soon after the	Not Applicable	
Post Graduation)	No Re-attempts/AT	TKTs/Backlogs/Arrears allowed in the	final semester	
Nature of Course:	Full Time courses Only			
Year of Passing:	2017 SUMMER Pass outs Only			
Citizenship:	Resident Indian Citizens Only	Resident Indian Citizens Only		
Your College/Institution MUST be:	UGC / AICTE / State Board Approve	UGC / AICTE / State Board Approved ONLY		
Pre-Employment Verification:	Not been involved in any court pro	ceedings and/or convicted for any of	fence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by L&T Infotech), which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS at the time of joining			

- 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 L&T Infotech Development Center/ Customer Site/ Partner premise as per business requirement.
- 4. I am flexible to work in any technology/domain assigned to me based on the business requirement.
- 5. I confirm that I have NOT appeared for any L&T Infotech interview process anywhere in the past 6 months. (If found so, L&T Infotech may take immediate action and cancel the candidature at ANY stage)

Signature :	
Name :	
College Name :	
Today's Date ·	

If any information supplied by you in your application or during the selection process is found to be incorrect and/or false and/or you suppress material information regarding your qualification, experience or medical history, L&T Infotech reserves the right to revoke this 'Offer of Employment' without any notice.



Date: 28th June 2017

Offer Letter

To:

Name: Abhijit Menon

Born: 09th September 1995

Gender: Male

Nationality: Indian

Dear Abhijit,

We are pleased to offer you the position of Junior Analyst at Nepa Production India Pvt Ltd. The employment shall start 10th July 2017.

Job specifications

Key responsibility would be handling international online market research projects which would include processing and calculation of raw data, visualization and interpretation of results as well as delivering insights.

Junior Analysts have as main tasks to be responsible for:

- Programming of surveys using online market research tools
- Online Primary Data collection
- Review data for errors and inconsistency
- Summarise the data for production tables, charts and graphs
- Co-ordinate with internal and external stake holders
- Processing large data sets in Excel and SPSS
- Ensure adherence to project plans, documentation requirements and project timelines. Using technology tools constructed with VBA, SPSS scripts and SQL for producing insightful results efficiently
- Be part of internal training

You will be reporting to our team leaders in India & working closely with the teams located in all the Global offices.



Compensation

- i. As a Junior Analyst you will receive an Annual CTC of Rupees 3,91,333.00 (Three Lacs Ninety One Thousand Three Hundred and Thirty Three Only).
- ii. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of taxes with respect to such payments, which are deducted at source as per the prevailing rules.
- iii. The remuneration paid to you has taken into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of overtime and other allowances.

The full scope of employment will be specified in the EMPLOYMENT CONTRACT which will be signed on joining.

Looking forward to your joining,

Mahesh Abhyankar Vanita Khanna

MD HR



Ravina Gaikwad SIES Graduate School of Technology Mumbai

11th April, 2017

Subject: Letter of Offer

Dear Ravina,

We are delighted to extend an offer of employment with GEP (dba GEP Solutions Pvt. Ltd and hereby referred to as "Company") as Associate Software Engineer at our Mumbai office.

Your total compensation as Cost To Company would be INR 425,000 /- per annum, of which -

Fixed Component

INR 400,000/- per annum payable monthly

Performance Linked Pay:

INR 25,000/- per annum payable bi-annually

Your designation, start date, compensation & benefits package will be as indicated on compensation & benefits stack up page.

This offer is subject to your providing us with full and correct information in the documents to be provided upon joining as detailed below (As applicable) -

- 1. Duly filled Employment Application form
- 2. 2 copies of colored passport size photographs
- 3. Copy of PAN Card
- 4. Copy of Address proof
- 5. Copy of School Leaving Certificate / Birth Certificate
- Copies of your educational certificates till date along with mark sheets
- 7. Copy of your passport (First 4 & Last 4 pages)
- 8. Relieving letter or duly accepted resignation letter from your previous employer(s)
- 9. Last 3 months pay slip duly attested by your current employer
- 10. You will be required to sign a protective agreement upon joining

The terms of your employment are subject to the following pre-conditions (If applicable) -

- 1. You must obtain a clear discharge from your current employer
- 2. You must provide 2 satisfactory references, one being from your current employer
- 3. The offer of employment will be termed null and vold if there is any misrepresentation of facts noted on the employment verification form



- 4. Please note that incase of Voluntary or Involuntary separation for any reason at any time before completion of one year from your start date, full amount of any relocation assistance, notice buyout or joining bonus (if any), will be recovered as a part of your Full & Final Settlement
- 5. The first Performance Linked Pay will be applicable, only if you have spent at least three months in the organization and are eligible for the performance assessment for the immediate next Appraisal cycle (Mid-term Review or the Annual Appraisal).
- Performance Linked Pay is determined by your performance and the payment is in accordance
 with the achieved ratings and applicable Performance metrics in conjunction with the amount
 stated above.

The Letter of Offer is strictly confidential between you and the Company. Any discussion of your compensation with any third party is a ground for revoking the Letter of Offer.

You will be on probation for 6 months from the date of joining GEP. During probation, the notice period will be 30 days and on confirmation, it will be 60 days.

Please return the acceptance copy (attached) duly signed as an acknowledgement of your acceptance of this offer of employment along with the authorization form within next two working days. Do mention your date of joining, which should be no later than 12th June, 2017.

The Terms & Conditions of your employment will be governed by the detailed Appointment Letter given to you on the day of joining.

We take this opportunity to welcome you into the GEP family and look forward to a long and fruitful association with you.

Yours Sincerely,

Subhash Makhija Chlef Executive Officer

hable Malehije

Accepted by:

Ravina Gaikwad	Date



COMPENSATION & BENEFITS STACK UP

Name		Ravina Gaikwad	
Designation		Associate Software Engineer	
Department		Technology	
DOJ		12 th June 2017	
		Salary Breakup	
Annual C	гс	Rs. 425,000	
Sr. No.	Salary Heads	Per Month (INR)	Per Annum (INR)
1	Basic Salary	11,333	135,996
2	House Rent Allowance	5,667	67,998
3	Conveyance Allowance	1,600	19,200
4	Other Allowance	10,934	131,206
5	Medical Reimbursement	1,250	15,000
Flexible Con	ponents		
1	Food Coupon (i)		
Gross Earnin	gs (A)	30,783	369,400
1	Employer's PF cont. (ii)	1,800	21,600
2	Statutory Bonus	750	9000
CTC (B)		33,333	400,000
Deductions			
1	Employees' PF Cont.	1,800	21,600
2	Professional Tax	200	2,500
3	Income Tax	As applicable ba	ised on investments
Gross Deduc	tions (C)	2,000	24,100
Net Payable	(B - C) - (i + ii)	29,533	354,300
Benefits			
1	Medical Insurance	Upto INR 300,000/-	Self+Spouse+2 Dependent Children
2	Accident Insurance	Upto INR 500,000/-	Self Only
3	PF	Inclusive of CTC	
4	Gratuity	Exclusive of CTC	
5	Performance Linked Pay*	25,000	Bi-Annually
6	Life Insurance Coverage	Upto 3 times of CTC	Self Only

Notes:



1) Gratuity is as per payment of Gratuity Act in addition to the CTC. 2) Any unallocated amount will be paid as taxable Flexi Kitty Allowance. 3) Ticket Restaurant Food Card are optional and are available in denominations as per company policy. Date: Subject: Acceptance of Offer Dear Sir/Madam, I accept the offer extended to me of _ _at a CTC of Office. INR._____ p.a. to be based out of your _____ I assure you that I will submit all documents and comply with all formalities as necessary upon joining and thereafter. Thanking you. Yours Sincerely, Signature: (Kindly mention your name, as you would like it to reflect in our records) Date of joining:



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Dane: BB-Mar-2017

Bal No: HAJCampus/2017104416

Male Milir N Aggeonkas SIES College of Engineering, Mumbal

Letter of Intent ("LOF")

Dear Mink.

With reference to your interview conducted by us at SIEs Charleste School of Technology. News Municipalities of Software EngineeriAnalyst and A4 with Cargomini Technology Services India Limited. (Newscaffor referred to as "Capparan").

in the regard, we are propose gloompensation peckage and bonofts, the details of which are set forth in Armesure 1.

The final Employment Offer Labor that be subject to your successful completion of all curricular requirements on Mid down by the University/Institute for award of the degree/opposite to the minimum possing percentage/gracestrank/deep as determined by Disposite.

The location of year wills reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your final samester degree distance examination.

The date of joining and the location of posting will be purely based on business requirements of Cappenini. Cappening solely reserves the right to make any charges to the class of joining and the location of posting.



ANNEXURE 1

Milhir N. Ajgasorkar

Bultware EngineersAnalyst and A4

Your el-Mouseuve armust target compensation (on a most to company peaks) will be \$48.3,16,0061. (Repeat Three Lakks Fifteen Thouseud copy) which would compran your select, applicable statutery benchs, bores, if any, shoot any interviews as applicable to you. Your compensation shell be bald on a morthly basis or endors. The Company shall deduct has at ensure or the time of making payment.

Please fiths. "Post beining incentive" equivalent of INR 8,250% per month (Repeat the Thousand Two stunded Fifty per month) forms part of armsel larger compensation and you will be entitled for this compensation of the provided to a section of provided to a section of the compensation will be provided to you wish the time of time time time.

Served Asad Pachi Sanot Direct v - Recruitment Signature

Cardidata Name: Milit N Agustrikur

num TIV

RMC Readymix (India)

(A Division of Prism Cement Limited)

Head Office: Windsor, 7th Floor, C.S.T. Road, Near Vidyanagari, Kalina,

Santacruz (E), Mumbai-400 098. India. Tel: +91-22-26547000, 26526171/2/3/4

Fax: +91-22-26547111/26547123

Mr. Serrao Prince Henry

Sai Apt, B/10/22, Sector 3, CBD Belapur, Navi Mumbai - 400614.

Dear Mr. Serrao Prince Henry,

Mix with the Best

1st September, 2016

Sub.: Offer for Management Trainee in our Organization.

At the outset we thank you for the interest you have shown in our organization by participating in our Management Trainee identification process and subsequent to the interview you had with us; we are pleased to offer you a position as "Management Trainee" in our Organization with the following particulars:

1. Joining date

: 19th September, 2016

Training Period

: 18 Months

3. Place of Training

: At our Pune Region.

- 4. Stipend : Rs.27,000/-p.m. Consolidated (Rupees Twenty Seven Thousand only) for the 1st Year and Rs.30,000/- (Rupees Thirty Thousand only) for the balance period of next six months. On satisfactory completion of the Training period and basis on your performance you shall be absorbed in suitable position in our organization.
- This offer is valid till the date of joining as mentioned above. Any change in the same may be admitted subject to the approval of the undersigned in writing.
- Documents to be submitted:
 - a. Copies of Qualification Certificates
 - b. Copies of Experience Certificates (if any)
 - c. Age Proof (School / College Leaving Certificate)
 - d. 4 number of passport size colour photographs
 - e. Copy of the IT PAN Card and Passport / Driving License / Voters Card
 - f. Residential Proof (Electricity Bill / Passport zerox copy)
 - g. Cancelled Bank Cheque of your bank
 - h. Adhar Card
- 7. This offer for training is made based on the credentials you have furnished in your application/CV and discussed during the interview. If any of the facts provided are false, we reserve the right to terminate the agreement.
- 8. The above offer is subject to a medical examination and reference verification.

Kindly sign the duplicate copy of this letter as a token of your acceptance and return it to us on or before 3rd September, 2016. On receipt of your confirmation, we will inform about further course of action.

Thanking you,

Yours faithfully,

For RMC Readymix (India)

(A Division of Prism Cement Limited)

Phanish Shetty

Authorised Signatory

Registered Office: 305, Laxmi Niwas Apartments, Ameerpet, Hyderabad - 500016. India. Toll Free: 1800-22-3454 Website: www.rmcindia.com CIN L20342TG1992PLC014033



techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India

CIN L64200MH1986PLC041370

Ref: 640228/1393538/ELTP 21-SEP-2016

Ms. Ashwini Krishnadat Tiwari Navi Mumbai (Mah) - 410218 Mobile: 9757142661

Subject: Offer of Appointment

Dear Ms. Ashwini Krishnadat Tiwari

It is our pleasure to welcome you to **Tech Mahindra Limited.**

- 1. With reference to our discussions, we are pleased to offer you an appointment in our organization as Associate Software Engineer at Band 'U' and Sub Band 'U1' under ELTP Scheme.
- 2. You will be on probation for a period of **6 months** from the date of joining the Company during which you will be on training. The training program called "Entry Level Integrated Training and Enablement" (ELITE) will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
- 3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.
- 4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only).** Please refer **Annexure B** for details on the compensation and statutory deductions.
- 5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
- 6. This offer is valid subject to your fulfilling the following:-
 - the academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
 - meeting the set eligibility criteria at the end of your academic course
 - meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
 - Submission of all necessary legal documentation pertaining to your employment.





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- 7. You are required to sign a service bond (Draft at Annexure J) with our organization for a sum of Indian Rupees 1,00,000/- (Rupees One Lakh Only). As per the bond you will be required to serve the Company for a minimum period of 2 years from the date of your joining. In case you fail to submit the service bond on the date of joining or such other extended timeline informed to you, the Company reserves the right to terminate your employment by giving a seven days' written notice to you. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding Rs.15,000/- (Rupees Fifteen Thousand Only) towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.
- 8. Your employment with us will be governed by terms and conditions as specified in Annexure C.
- 9. You are required to join on **29-SEP-2016** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.
- 10. You are requested to report to Cini Cherian at 9:00 AM to complete the joining formalities at TECH MAHINDRA LIMITED, WING 1, OBEROI GARDENS, CHANDIVALI, ANDHERI (E), MUMBAI 400072., MAHARASHTRA. At the time of joining, you are expected to carry originals of the documents as per Annexure D and to submit the copies of the same to the HR Team.
- 11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
- 12. Kindly confirm your acceptance of this offer of appointment to **campusjoining@techmahindra.com** by **28- SEP-2016.**

For Tech Mahindra Limited

PK Sharma

Head, Resource Management Group

<u>Encl</u>: Annexure-A & B(Salary Structure, Annexure-C Important / Indicative Terms & Conditions of Employment, Annexure-D Check List of Documents, Annexure-E Confidentiality Agreement, Annexure-F Medical Self Declaration, Annexure G Intellectual property Assignment, Annexure-H — General Covenant, Annexure - I Acknowledgement, Annexure J Indemnity bond

Date: Signature:

Ashwini Krishnadat Tiwari



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ANNEXURE - A

NAME	Ms Ashwini Krishnadat Tiwari		
TITLE	Associate Software Engineer		
BAND	U1		
LOCATION	MUMBAI		
	COMPONENTS	Per Annum (All figures in INR)	
BASIC (@30% (OF TOTAL FIXED PAY)	67,935	
HRA (@50% OF	HRA (@50% OF BASIC) 33,96		
CONVEYANCE 19,2		19,200	
BONUS / STATUTORY BONUS 24,00		24,000	
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY) 8,15		8,152	
FLEXIBLE COMPONENTS OF TFP 73,1		73,194	
TOTAL FIXED PAY(A) 226,449			
TOTAL VARIA	TOTAL VARIABLE PAY (TVP) (B) 25,161		
ADDITIONAL BENEFITS(C)		8,390	
GRATUITY		3,268	
INSURANCE PR	REMIUMS (towards GTLI, GMIP AND GPAI)	5,122	
TOTAL COST TO COMPANY(D) = (A) + (B) + (C) 260,00		260,000	

- 1. <u>Salary:</u> Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- 2. <u>Flexible Benefit Plan (as applicable):</u> Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	12, 000
Medical Reimbursement	15, 000
Mobo Meal (Max Rs. 1100 per month)	13, 200

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component. (Contd...)



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ANNEXURE A (Contd...)

- 3. Additional Benefits: Associates shall be eligible for below mentioned benefits:
 - a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. 20 lakh to the beneficiary on the unfortunate death of the associate
 - b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of Rs. 3 lakh (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be Rs. 2 lakh.
 - c) Group Personal Accident Insurance (GPAI) Coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to Rs. 5 lakh payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, nonadherence as per disciplinary policies etc.
- b) Statutory Deductions: Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- 3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited.

PK Sharma

Head, Resource Management Group



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ANNEXURE - B

NAME	Ms Ashwini Krishnadat Tiwari	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	MUMBAI	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)		85,260
HRA (@50% OF BASIC)		42,630
CONVEYANCE		19,200
BONUS / STATUTORY BONUS		24,000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		10,231
FLEXIBLE COMPONENTS OF TFP		102,878
TOTAL FIXED PAY(A)		284,199
TOTAL VARIABLE PAY (TVP)(B)		31,578
ADDITIONAL BENEFITS(C)		9,223
GRATUITY		4,101
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		5,122
TOTAL COST	325,000	

- 1. <u>Salary:</u> Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- 2. <u>Flexible Benefit Plan (as applicable):</u> Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit	
Leave Travel Assistance	12, 000	
Medical Reimbursement	15, 000	
Mobo Meal (Max Rs. 1100 per month)	13, 200	

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component. (Contd...)



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ANNEXURE B(Contd...)

- 3. Additional Benefits: Associates shall be eligible for below mentioned benefits:
 - a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. 20 lakh to the beneficiary on the unfortunate death of the associate
 - b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of Rs. 3 lakh (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be Rs. 2 lakh.
 - c) Group Personal Accident Insurance (GPAI) Coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to Rs. 5 lakh payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) Statutory Deductions: Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- 3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- 5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited

PK Sharma

Head, Resource Management Group



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ANNEXURE - C

1. Terms and Conditions

(a) Code of Conduct.

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

(b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

(c) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

(d) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company



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(e) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- not engage in any actions that are, or could be seen to be, bribery of foreign public officials as
 described in the OECD Convention on Combating Bribery of Foreign Public Officials in International
 Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"),
 the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great
 Britain and Northern Ireland: and
- comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any
 person any gift, success fee, rebate or consideration of any kind whatsoever including speed or
 facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out
 any act and specifically in relation to any business opportunity or a customer including for the purposes
 of collection or for showing any favour or disfavour to any person or persons in relation to such
 performance.

(f) Confidentiality / Non-Disclosure

You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

- i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- ii) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

(g) Mandatory Period of Service

In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.

During such period of training (including on the job training) and Mandatory Period of Service of 24 (Twenty Four) months from the date of your joining, you shall not leave, abandon or resign from the services of the Company.



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In the event of:

Yourself leaving, abandoning or resigning from the services of the Company

Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training of 24 (twenty four) months of mandatory period of service from the date of your joining, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on Rs. 500 (Rupees Five Hundred) Stamp Paper and submit the same at the time of joining.

2. Assignments/Transfer/Deputation

On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests

3. Termination of Employment

- Training Period: During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.
- Either party can terminate this employment by serving a notice of **90 days** on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited, may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of clause 3(a) along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- v) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.



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- vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in Section 3(a) herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in Section 3(a) herein above on the grounds of misrepresentation of facts.
- viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in Section 3(a) or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in Section 3(a) herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.



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5. Company Policies

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Anti-Sexual Harassment Policy and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.



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(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

- (i) You shall use The Company's resources only for official purposes as per the applicable Company policy.
- (ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation / secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.

You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.



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12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

- 13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.
- 14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.
- 15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them.

Name in full	:
Signature	:
Address	:
Date	:
Place	:



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ANNEXURE - D - Checklist of Documents

At the time of joining, you are requested to bring the following documents in original (For Verification only).

- (a) Certificates' supporting your educational qualifications along with marks sheets Three copies each
 - Xth Certificate & mark sheets
 - XIIth Certificate & mark sheets
 - Degree Certificate & Semester/year-wise mark sheets
 - Master's Certificate & Semester/year-wise mark sheets
 - Diploma/PG Diploma Certificate & Transcripts
 - Any other Certificate with supporting documents if any
- (b) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed
- (c) Five passport-sized color photographs with white background

(d) Valid Passport

Please submit copy of the valid Passport (front and back pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(e) PAN Card and Proof of PAN Number

You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

(f) Aadhaar Card

You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.

(g) Indemnity Bond

Print only the first page of Annexure J on a Stamp Paper of INR 500/- and rest of the pages on plain white paper. Have one Surety (Blood relations i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond. Tech Mahindra will have a Notary available on the day of joining at joining location to facilitate notarization of Bond. These services will be chargeable and payable directly to the Notary by you. Should you desire to get the Bond notarized on your own, you may do so. In case of non-availability of Notary at joining location, you will be guided by the Joining Team on further action.

Note: -The Bond has to be notarized as on the date of joining. Please DO NOT get a pre-notarized bond.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.



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ANNEXURE - E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that:
 - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
 - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
 - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.
 - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name	:
Signature	:
Date	:



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ANNEXURE - F - Medical Self-Declaration

MEDICAL DECLARATION FORM	
Applicant ID (To be filled by HR)	Associate ID (To be filled by HR)
First Name:	Last Name:
Gender: Male / Female Date of birth (DD/N	MM/YYYY) Blood Group

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			



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Have you ever been disqualified on medical grounds from any previous employment opportunity?		
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?		
Have you had any form of critical illness or operation in the last two years?		
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?		
Have you ever suffered/are you suffering from any of t	the following	g? (Please tick whichever applicable)
Heart Attack		Diabetes
High Blood Pressure		Stroke
Night Blindness		Valve Disorders
Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose		
Candidate's Declaration:		
I declare that, to the best of my knowledge, the answe that I am not suffering from any disease/illness that I have a suffering from any disease.		
Signature:		
Name:		
Date: (DD/MM/YY)		



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ANNEXURE - G - Intellectual Property Assignment

Associate Name: Associate ID: Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

	
	7.002 22
WITNESSED	ACCEPTED



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<u>ANNEXURE - H - Agreement – General Covenant Against Disclosure and Covenant Not to Compete /</u> Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

- 1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.
- 2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
- 3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
- 4. <u>Covenant Against Disclosure:</u> I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.



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- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

- 5. Ownership of Work Product: Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
- 6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited.
- 7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),



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- a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest:
- b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

- 8. <u>Compliance Not Contingent Upon Additional Consideration</u>: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.
- 9. Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Clause 13 for the liquidated damages specified in Clause 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.
- **10.** <u>Severability:</u> Each clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.



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- 11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.
- **12.** <u>Binding Effect:</u> This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (together with their successors and assigns).
- 13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.
- **14.** Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

(Ashwini Krishna	dat Tiwari)	
Signature		
PK Sharma Head, Resource M	lanagement Grou	р
For and on Behalf Tech Mahindra Li	•.	
Executed this	day or	, 20
Executed this	day of	20



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ANNEXURE - I - ACKNOWLEDGMENT

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Ms. Ashwini Krishnadat Tiwari** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, **Ashwini Krishnadat Tiwari** hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

	· · · · · · · · · · · · · · · · · · ·	to be legally bound hereby, the Employee has set his or her hand on (year), and hereby acknowledges, understands and agrees to the
[Name & Signature	1
Witness/ I	Notary Public:	



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Annexure - J - INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at <<Joining Location>> on this << Joining Date>> day of << Joining Month>> << Joining Year>> by Mr. /Ms. /Mrs. << Name >> age <<Age>> S/o Mr.<<Father's Name>> a permanent resident of <<Address>> *hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first par

AND

Mr. <<Name of Surety>> age <<Age>> S/o Mr.<< Father's Name of Surety>> a permanent resident of << Surety Address>> [hereinafter called "Surety" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

IN FAVOUR OF Tech Mahindra Limited, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Sharda Centre, Off Karee Road, Pune 411004, Maharashtra, India [hereinafter called **"Tech Mahindra"** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

WHEREAS the Employee has been selected for appointment as	
in — in the service of Tech Mahindra.	
AND WHEREAS an Offer of Appointment containing the terms and conditions of the already been issued to the Employee vide letter No of Tech Mahindra.	• •
AND WHEREAS the acceptance of the terms and conditions of the appointment h communicated to Tech Mahindra on by the emp	•

AND WHEREAS one of the terms and conditions of the appointment is that the **Employee** shall undergo an initial training programme for a minimum period of 3 months and would be subsequently placed on assignments relating to various projects of **Tech Mahindra**. The Employee shall serve Tech Mahindra for a minimum period of twenty four (24) months from the date of joining of **the Employee** and execute an indemnity with surety in favour of **Tech Mahindra**.



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NOW THIS INDENTURE WITNESSETH as under:

- In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of twenty four (24) months from the date of joining.
- The Employee hereby undertakes to devote his/her full time and attention to the business of Tech Mahindra with due care, skill and diligence. The Employee further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of Tech Mahindra.
- 3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
- 4. The party of the Second Part i.e. _______ agrees to stand as Surety for the due performance of the obligation of the Employee under this agreement of indemnity. In case of breach of the terms of this indemnity by the Employee and failure to indemnify Tech Mahindra, the Surety shall be jointly and severally liable to pay the aforesaid amount of Rs. 100,000/-(Rupees One lakh only) to Tech Mahindra with an interest at the rate as specified herein below, immediately on demand.
- 5. The Employee further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by Tech Mahindra, he/she shall pay an amount of Rs. 100,000 (Rupees One lakh only) with the interest thereon @ 15% per annum from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which Tech Mahindra has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by Tech Mahindra during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as Rs. 100,000 (Rupees One lakh only) are reasonable, which they both agree to pay jointly and severally, on demand made by Tech Mahindra.
- 6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of twenty four (24) months, and Tech Mahindra shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.



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 7. The amount specified above shall constitute a debt owing to Tech Mahindra and shall be recoverable for the Employee and the Surety jointly and severally with interest thereon at the rate specified above till to payment thereof. IN WITNESS whereof, the EMPLOYEE & the SURETY have put their signatures in the presence of witnesses. Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents/terms of this Indemnity Bond Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond WITNESS: NAME & ADDRESS: 		
witnesses. Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents/terms of this Indemnity Bond Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond 1. WITNESS: NAME & ADDRESS:	7.	the Employee and the Surety jointly and severally with interest thereon at the rate specified above till the
Employee having read and understood the contents/terms of this Indemnity Bond Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond 1. WITNESS: NAME & ADDRESS:		
Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond 1. WITNESS: NAME & ADDRESS:		
Surety having read and understood the contents/terms of this Indemnity Bond 1. WITNESS: NAME & ADDRESS:	the	e contents/terms of this Indemnity Bond
1. WITNESS: NAME & ADDRESS:		
NAME & ADDRESS:	the	e contents/terms of this Indemnity Bond
NAME & ADDRESS:		
	1.	WITNESS:
2. WITNESS:	NA	AME & ADDRESS:
	2.	WITNESS:

NAME & ADDRESS



Date: 01" March 2010

LETTER OF OFFER

Dear Mr. Robit Shetty.

CongratulationsII

In continuation to the Campus Commess and subsequent discussion we had with your pleased to efform you have been selected for the position Trainee Executive - Sales: Under the following broad terms.

- L. Date of joining 01" July 2016.
- Compensation CTC Rs 2,40,000 Per Avyura.
- Detailed appointment letter with terms and conditions of employment will be sessed at the time
 of joining for duty.
- Please produce the following documents / details at the time of joining for duty.
 - a) Address Proof & TO Proof (Ration Cant/Voter ID/Pan Cant/Pussyort/Driving License)
 - Original Academic Certificates (all from 10th to Highest for verification purpose only)
 - Three passbort size photographs (Recent)
- Kindly acknowledge a copy of this letter as a token of your acceptance of this offer.

Wishing you Good luck and looking forward to a long and pleasant career with us.

VERTE ENGINESS

For Monotoch Systems Limited.

(V RAJENDREN)

Director-Operations and Business Sevolopment

(Rohit Shetty)



Ref: HR/POL/09/15/P5 Date: 21" September 2015

To, Prashant Singh Mumbai

Sub: Provisional Letter of Intent

Dear Prashant,

Congratulationst

It is our pleasure to welcome you to Xoriant family. We believe that people form the stronges, foundation pillar of our organization. Our commitment lies in maintaining a challenging and intellectually stimulating environment with a fight degree of ethical sensitivity.

You will have a plethora of opportunities awaiting to be explored that will enhance your potential continuously and a so be plyou develop a powerful personality.

We are pleased to inform you, or our intent to offer you a position with Xoriant, to play the role of an Associate Software Engineer in Grade G-1, with effect from the date of your reporting to work at any or our office, across India not later than 1° August 2016. Your gross annual compensa on package will Rs.4,50,000/- (Rupees Four Lakhy Lifty Thousand Only).

A detailed offer letter will be issued to you in cest 30 days.

For any clarification and assistance (eel free to contact stuti Sood at Stuti, spedig contact com-

Wishing you the very best

For Xoriant Solutions Pvt. Ltd.,

Noonya Siddique Manager- HR



GALLIE new a part of Ca. goneral.

Date: 02-Dec-2015

Ref No: HR/Campus/2020196

Ms. Pragyz Pankaj Garg BIES Golloge of Engineering, Navi Murtin

Letter of Intent ("LOI").

Bear Propyer.

With reference to your interview conducted by us at SIES College of Engineering, Newt Mumbel, we are pleased to inform that you have been shortleded for the position of Sertware Engineer with IGATE Oliobal Solutions Ltd., (referred as 1IGATE* nereafter).

In the eights, we are exposure compression package and benefits, the details of which are set forth in American I to this letter

The final offer of apparement shall be will ect to your successful completion of all curricular requirements as fall down by the University/Installation award of the degree/orphism surgest to the minimum packing percentage grade/or solds so determined by IGATE.

The location of your milial recording and training and the date of your joining would be communicated to you in dive source of time post successful complation of your fine somework correlated on a exercise of exercise of the somework correlated on a second of the source of the sour

The deat of jaining and the location of possing will be gurally become or bramers requirements. IGAT_ screly reserves their given make an victionage to the date of pairing and the accident of posting.

Charles Ham

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People matter results count.





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ANNEXURE 1

Progyn Ponkaj Cary

Software Engineer

Your sill-inclusive enriced target compensation (on a cost is company been) will be INR 3.55.000- (Rupees Three incentives an applicable to you. Your compensation shall be past on a manery been, is around the Company and deduct use at source as the time of mixing payment.

Please note: Post training incentive equivalent of this 23,000- per annum plupoes lieurety Fire Thousand per annual terms port of annual target rempensation and you will be entitled for this component only after completion of it months from the case of joining the Coganization subsected to successful completion of fresher terms. Detailed terms so of annual larget compensation will be provided to you at the time of joining.

Cotto

Bayyac Anad Kada Director - Recontinues PHORYS GALL

Candidate Name Progra Parkel Garg

10 12 2015

HOATE Chillian Secretary Law, 118, 162 St. d. vol. on, 170 St. 1887 Street A, Wheelinkl, Swepton., San Dec, Lodin., 170 St. 4173-1806.

Regional Office: No.24, Naja Carolic Indianal (Sale, response) Phone II, 1957, William May, Tables Indian Prop. 81 (1957) Indian Carolic Indianal Conference (Sale) (Decided Conference

People matter, results count.





Date: 02nd May, 2016

Strictly Private & Confidential

Michelle Sawant C-2/102, Nilgiri Gardens CHS., Sector - 24, C.B.D. Belapur, Navi Mumbai - 400614

Dear Michelle.

Re: Offer Letter

Congratulations! Further to your application for employment with us and the subsequent selection process, we are delighted to offer you the role of **Associate Analyst**. The role will be based in our office in Navi Mumbai with the joining date of **6th Jun, 2016**.

Your Gross CTC (Cost to Company) and the related important terms have been detailed in the Annexure A to this letter.

Please note that this offer is subject to following conditions:

- a. You satisfactorily clear the background check as per the company policy.
- You do not have any contractual obligations with respect to your earlier contracts that would prevent
 you from delivering your responsibilities with the Company or taking up this position with this
 Company.
- c. You do not have any health restrictions that might interfere with your ability to perform the inherent job requirements and job demands of the above mentioned role.
- d. You can undertake a post-graduation course as per the terms stated in our "Programme for Graduates" policy.

You are requested to note the important Terms:

- Your employment will be governed by the rules, regulations & policies of the Company. All the benefits are as per the Company's policies, which are subject to change from time to time.
- On your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your employment, the necessary training and the contractual obligation to be with XL Dynamics.
- 3. You will be provided with initial 15 days of training, during the day shift, irrespective of the shift you have been offered. You are required to complete the training within stipulated time frame or else the duration may be extended further for 7 days or till the time you meet the qualifying criteria, which ever is less. You might have to attend the training session on weekend (i.e. Saturday) to complete the training within timeliness, for which, you will be intimated by your trainer in advance. Your continued employment with the Company is subject to your meeting the qualifying criteria during and at the end of the training.
- You will also be required to sign and agree to be bound by The Employee Non-disclosure, Non-solicitation and Non-competition Agreement when you join the employment of the Company.

- You will serve a probationary period of 6 months. On successful completion of the probation, your employment with the Company will stand confirmed subject to the terms and conditions as per Company policies.
- Non-compliances with the below mentioned policies/ rules and regulations will result in disciplinary action which may include, depending on the circumstances, the termination of employment:
 - HR, IT, Compliance & Corporate Policies.
 - No leaves (planned or unplanned) during the first three months of probation period.
 - Meeting the performance standards as laid down by the Company during your entire tenure.
- 7. You shall be given Domain specific training for the work of the company at substantial cost to the company & hence you should not leave employment of the company at least for a period of three months from the date of appointment. In case you leave within aforesaid period of 3 months you have to reimburse the cost of training imparted to you which is quantified as Rs. 15,000.
- 8. Notice period to end the service agreement:
 - If the tenure of employment is less than or equal to 90 days, then the notice period is 1 day for either party.
 - If the tenure of employment is between 90 days and completion of probationary period, then the notice period is 30 days for either party.
 - On successful completion of probation, the notice period is 60 days for either party.
- 9. Defaults on any current financial obligations (loans, credit cards, etc.) would negatively affect the company's decision to employ you.
- 10. This agreement shall be governed by & construed in accordance with laws of India and the parties hereto submit to the exclusive jurisdiction of the courts of Mumbai.

Kindly note the terms of this offer letter shall remain confidential and are not to be disclosed to any third party. All queries and concerns about this offer letter should be addressed ONLY to offers.india@xidynamics.com

Welcome to XL Dynamics. We wish you a long, rewarding and fulfilling career and look forward to your joining us. To confirm your acceptance of our offer, you need to sign, scan and return one copy of this offer letter by return email within 2 working days of receiving this offer letter.

Yours sincerely.

Authorised Signatory

I have read, understood and agree to the terms and conditions as set forth in this offer letter and Annexure A. I also understand that non adherence to the terms listed above may result in withdrawal of my offer letter with XL Dynamics with immediate effect.

Signed :	Michelle		Date :	3 5 16	
Name :	MICHELLE	SAWANT			

Offer Details Form

Candidate's Name	Michelle Sawant
Grade / Position Offered	M1A/Associate Analyst
Shift	Day
Contract	NA .
Joining Date	6th Jun, 2016

Salary Details

Fixed Components	Monthly	Annual		
Basic	8800	105600		
HRA	3520	42240		
Conveyance	1600	19200		
Special Allowance	1420	17040		
Shift Allowance	0	0		
Variance Components (See notes)				
Monthly Performance Incentive	1500	18000		
Annual Bonus	733	8796		
Retention Bonus (See notes)				
Retention Bonus	7000	84000		
Retirements Benefits (See notes)				
Provident Fund (Company Contribution)	2004	24048		
Gratuity	423	5076		
Total CTC	27000	324000		

Important Terms:

- a. Your monthly take home salary will consist of the components contained in the "Monthly Column" under "Fixed Components" of the Annexure, which includes Basic, HRA, Conveyance, Special Allowance and Shift Allowance.
- Transport Allowance will be deducted from your CTC, in case you avail the company transport facility. Currently the company does not provide transport facility for all the locations.
- c. Shift Allowance will be applicable only if you work in night shifts. Shift Allowance will not be applicable during training period, since the training is conducted during the day shift.
- d. Monthly Performance Incentive will be applicable post completion of your training once you start working/ contributing on productive tasks for the company's objectives. This may vary every month based on your performance during the month.

- e. Annual Bonus will be paid once in a year (lump sum) after completion of your performance appraisal and will depend on (i) your performance rating of the preceding year; (ii) Company's performance & (iii) applicable company policies in force at that time.
- f. Retention bonus will be paid only after the completion of 2 years from the date of joining in the next applicable salary cycle.

Note: The Retention Period is of 2 years

To get the retention bonus the candidate should fulfill the clause mentioned: i) At the time of reimbursement the candidate shouldn't be on long leave (more than 2 days) ii) The candidate should be on XL Dynamics payroll till the last day of the completion of retention bonus policy period. Retention Bonus is not payable if for any reason the candidate has not completed the retention period or is in the notice period before the completion of retention bonus period.

- g. Retention bonus is not applicable if retention period is not completed for any reason which include but not limited to termination, resignation, absconding
- h. "Provident Fund" (Company Contribution) and "Gratuity" components are paid by XL Dynamics to concerned Government authorities. Your eligibility and the pay outs of Provident Fund & Gratuity amounts will be determined in strict accordance with the provisions of "The Employees Provident Fund Act, 1952" & "The Payment of Gratuity Act, 1972" respectively, including but not limited to the minimum service periods set forth therein.
- Deductions from your monthly salary would include, "Professional Tax", "Income Tax" and "Provident Fund" (Employee Contribution).
- Your Gross Monthly Salary would be the total of "Fixed Components" + "Monthly Performance Incentive" as applicable.

Signed :	Michelle	Date :	3	5	16