



## APPOINTMENT LETTER

**9 FEBRUARY, 2023**

Dear **AANCHAL SINGH**,  
Resume ID - **27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 9 FEBRUARY, 2023 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

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

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT. post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

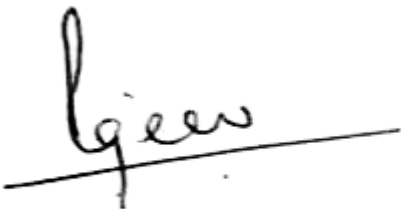
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector / Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual , which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **9 FEBRUARY,2023** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours faithfully,  
For Wipro**

A handwritten signature in black ink, appearing to read 'Rajeev Menon', is written over a horizontal line.

**Rajeev Menon  
Vice President Talent Acquisition  
Limited.**

**I accept the terms of this letter.**

**Signature:** E-Signature Signature

**Date:** E-Signature Date

**Name:** AANCHAL SINGH

## ANNEXURE I

<b>Name</b>	<b>AANCHAL</b>
<b>SINGH</b>	
<b>Designation</b>	<b>Associate</b>
<b>Date Of Joining</b>	<b>9 FEBRUARY, 2023</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>House Rent Allowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target Cost To Company (INR per Annum)</b>	<b>250000</b>

## ANNEXURE II

### CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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



**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION**  
**TECHNOLOGY ACT 2000**

I **AANCHAL SINGH**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ("Wipro") for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name: AANCHAL SINGH**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **AANCHAL SINGH**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** AANCHAL SINGH

**Signature:** E-Signature Signature

**Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT. which is accessible on joining.

## Consent Form- Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

I Mr/Ms. **AANCHAL SINGH** d/o. \_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

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Signature of candidate: **E-Signature Signature**

Name : **AANCHAL SINGH**

Father/Spouse Name Resume ID -**27608618**

Location:

Date : **E-Signature Date**

Date: March 23, 2023

**Subject: Offer of Employment**

Dear ADITYA SHINDE,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. Your joining will be subject to your successful completion and clearance of the Pre-Joining Training and Assessment.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same. We would like to update that all necessary documents need to be submitted with us during your joining stage.

For & on behalf of  
**HDFC Life Insurance Company Limited**



**Sushil Chander**  
Vice President - Human Resources

**HDFC Life Insurance Company Limited**

**Corporate & Registered Office:**

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

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## Annexure 1

Date: March 23, 2023  
 Name: ADITYA SHINDE  
 Designation: Executive Trainee  
 Band: 2

CTC STRUCTURE	
Components	Per Annum
<b>(I) Fixed Pay</b>	
Basic	112,000
House Rent Allowance	85,000
Other Allowance	2,000
Bonus	12,000
<b>(II) Reimbursements</b>	
LTA	32,000
Fuel	6,000
Mobile Handset	1,000
<b>Total Fixed Pay and Reimbursements</b>	
	<b>250,000</b>
<b>(III) Retirals</b>	
Provident Fund	21,600
Gratuity	6,888
<b>(IV) Valued Benefits</b>	
Group Insurance Benefit	11,250
<b>Fixed Cost to Company (FCTC)</b>	
	<b>289,738</b>

### Other Benefits (as per prevalent Company Policy):

Group Term Insurance: Term cover of INR 1,200,000/-

Mediclam: INR 200,000/- for self (dependents are covered after 6 months)

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

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 DO NOT prefix any country code e.g. +91 or 00.

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Date of Joining: **26 April, 2023**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **ANUMALA BALARAMA KRISHNA,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**April 11, 2023**

Dear **ANUMALA BALARAMA KRISHNA**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **26 April, 2023**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.





## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
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12/15/2022 | 11:32:17 PM EST

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ANUMALA BALARAMA KRISHNA

Date:



20 february, 2023

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

Dear ARSHIYA FATIMA

We are pleased to offer you the position of Software Engineer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS





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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



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ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



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**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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





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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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



17 march, 2023

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

Dear ASHPA ARCHANA

We are pleased to offer you the position of DevOps Engineer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----  
PRINTED NAME

-----  
DATE OF JOINING

-----  
DATE

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

SIGNATURE

-----  
PRINTED NAME

-----  
DATE





IBM CONFIDENTIAL

ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



## IBM CONFIDENTIAL

### Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

### **OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



**IBM CONFIDENTIAL**

**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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



Date: March 27, 2023

**Subject: Offer of Employment**

Dear BADAM MANEESH,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. Your joining will be subject to your successful completion and clearance of the Pre-Joining Training and Assessment.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same. We would like to update that all necessary documents need to be submitted with us during your joining stage.

For & on behalf of  
**HDFC Life Insurance Company Limited**



**Sushil Chander**  
Vice President - Human Resources

**HDFC Life Insurance Company Limited**

**Corporate & Registered Office:**

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,


N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

 +91 22 6751 6666

 1860-267-9999 | 022-68446530

Available Mon-Sat from 10am to 7 pm (Local Charges apply)  
DO NOT prefix any country code e.g. +91 or 00.

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



## Annexure 1

Date: March 27, 2023  
 Name: BADAM MANEESH  
 Designation: Executive Trainee  
 Band: 2

CTC STRUCTURE	
Components	Per Annum
<b>(I) Fixed Pay</b>	
Basic	112,000
House Rent Allowance	85,000
Other Allowance	2,000
Bonus	12,000
<b>(II) Reimbursements</b>	
LTA	32,000
Fuel	6,000
Mobile Handset	1,000
<b>Total Fixed Pay and Reimbursements</b>	<b>250,000</b>
<b>(III) Retirals</b>	
Provident Fund	21,600
Gratuity	6,888
<b>(IV) Valued Benefits</b>	
Group Insurance Benefit	11,250
<b>Fixed Cost to Company (FCTC)</b>	<b>289,738</b>

### Other Benefits (as per prevalent Company Policy):

Group Term Insurance: Term cover of INR 1,200,000/-

Mediclam: INR 200,000/- for self (dependents are covered after 6 months)

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

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17 march, 2023

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

Dear BAIRI MANOJ REDDY

We are pleased to offer you the position of Front End Developer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS





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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----  
PRINTED NAME

-----  
DATE OF JOINING

-----  
DATE

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

SIGNATURE

-----  
PRINTED NAME

-----  
DATE



IBM CONFIDENTIAL

ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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### Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

### **OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



**IBM CONFIDENTIAL**

ANNEXURE B – NON-DISCLOSURE AGREEMENT

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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





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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

09-Aug-2023

C7003884



*\*For Accenture use only*

**BOLLI BHAVANI**  
03-209/23 , Srinagar colony , Hyderabad ,500073  
Management Level - 13  
Sublevel - 3

**Job Profile - Digital Content Management New Associate**  
**Job Family Group - Business Process Delivery**  
**Business Deal - Digital Operations**

Dear **BOLLI BHAVANI**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

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

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**BOLLI BHAVANI**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

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



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 270000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>18%</b>
Annual Total earning potential (A+B)	Min. <b>INR 48600</b>	Max. <b>INR 318600</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 3600</b>
Notional Insurance Premium paid by Company	<b>INR 12400</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 12,000/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0%** to **16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

#### **GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

#### **General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.



**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

---

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

Date: March 9, 2023

**Subject: Offer of Employment**

Dear CHALLAGALI NISSI,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. Your joining will be subject to your successful completion and clearance of the Pre-Joining Training and Assessment.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same. We would like to update that all necessary documents need to be submitted with us during your joining stage.

For & on behalf of  
**HDFC Life Insurance Company Limited**



**Sushil Chander**  
Vice President - Human Resources

**HDFC Life Insurance Company Limited**

**Corporate & Registered Office:**

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

 +91 22 6751 6666

 1860-267-9999 | 022-68446530

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DO NOT prefix any country code e.g. +91 or 00.

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## Annexure 1

Date: March 9, 2023  
 Name: CHALLAGALI NISSI  
 Designation: Executive Trainee  
 Band: 2

CTC STRUCTURE	
Components	Per Annum
<b>(I) Fixed Pay</b>	
Basic	112,000
House Rent Allowance	85,000
Other Allowance	2,000
Bonus	12,000
<b>(II) Reimbursements</b>	
LTA	32,000
Fuel	6,000
Mobile Handset	1,000
<b>Total Fixed Pay and Reimbursements</b>	
	<b>250,000</b>
<b>(III) Retirals</b>	
Provident Fund	21,600
Gratuity	6,888
<b>(IV) Valued Benefits</b>	
Group Insurance Benefit	11,250
<b>Fixed Cost to Company (FCTC)</b>	
	<b>289,738</b>

### Other Benefits (as per prevalent Company Policy):

Group Term Insurance: Term cover of INR 1,200,000/-

Mediclam: INR 200,000/- for self (dependents are covered after 6 months)

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

1860-267-9999 | 022-68446530

Available Mon-Sat from 10am to 7 pm (Local Charges apply)  
 DO NOT prefix any country code e.g. +91 or 00.

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Date of Joining: **28 March, 2023**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **CHELIMILA SANDEEP KUMAR,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 13, 2023**

Dear **CHELIMILA SANDEEP KUMAR,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **28 March, 2023**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I.**

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**

- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.


Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:





### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
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12/15/2022 | 11:32:17 PM EST

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CHELIMILA SANDEEP KUMAR

Date:

Ref No: 20498730

17-feb-2023

ALOK ANAND



Dear **ALOK ANAND**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** ALOK ANAND

**Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

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

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

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

AND

ALOK ANAND , \_\_\_\_\_(Age) ,residing at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

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

### **3. No Alternate Employment, No Conflict, Etc.**

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

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

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

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

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

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

## **8. Compliance with Company Policies**

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be



construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****ALOK ANAND**

Shibu Balakrishnan

**Sr.Director-Talent Acquisition**

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

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

Ref No:  
20498730  
06-feb-2023



**SANA BEGUM**

Dear **SANA BEGUM**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **01-mar-**

**2023**

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- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** HUSSAI KHAN

**Designation:** Purchasing Manager

Sl. No.	Description	Monthly	Yearly
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**Note:**

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AND

SANA BEGUM , \_\_\_\_\_(Age) ,residing at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

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

### **3. No Alternate Employment, No Conflict, Etc.**

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

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

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

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

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

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

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account



or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****SANA BEGUM**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

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

Ref No: 20498730

17-feb-2023

CHEEPURUSETTY SAHAJ



Dear **CHEEPURUSETTY SAHAJ**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** CHEEPURUSETTY

**Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April - September and October - March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

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

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement - Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

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

AND

CHEEPURUSETTY SAHAJ \_\_\_\_\_(Age)  
, residing at \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

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

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- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
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- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
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## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****CHEEPURUSETTY SAHAJ**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

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

Ref No: 20498730

17-feb-2023



DAKURI NAVEEN REDDY

Dear **DAKURI NAVEEN REDDY**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** DAKURI NAVEEN

**Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

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

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

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

AND

DAKURI NAVEEN REDDY \_\_\_\_\_(Age)  
, residing at \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

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

### **3. No Alternate Employment, No Conflict, Etc.**

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

### **4. Confidentiality**



- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

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

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

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

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

## **8. Compliance with Company Policies**

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

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b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

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Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****DAKURI NAVEEN REDDY**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

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

Ref No: 20498730

17-feb-2023

G SAI KUMAR



Dear **G SAI KUMAR**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** G SAI KUMAR

**Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
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	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April - September and October - March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

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

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**Note:**

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**Employment Agreement - Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

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

AND

G SAI KUMAR , \_\_\_\_\_(Age) ,residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or



"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

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

### **3. No Alternate Employment, No Conflict, Etc.**

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

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

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

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

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

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

## **8. Compliance with Company Policies**

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****G SAI KUMAR**

Shibu Balakrishnan

**Sr.Director-Talent Acquisition**

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

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

Ref No: 20498730

17-feb-2023

HUSSAI KHAN



Dear **HUSSAI KHAN**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

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**Sr. Director-Talent Acquisition**

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**Signature:**

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**Designation:** Process Executive -Data

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AND

HUSSAI KHAN , \_\_\_\_\_(Age) ,residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

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### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

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

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

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

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

## **8. Compliance with Company Policies**

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****HUSSAI KHAN**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

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

Ref No: 20498730

17-feb-2023

JANJAM CHANDU



Dear **JANJAM CHANDU**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**



### Compensation and Benefits

**Name:** JANJAM CHANDU

**Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

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

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

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

AND

JANJAM CHANDU \_\_\_\_\_(Age)  
,residing at \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

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

### **3. No Alternate Employment, No Conflict, Etc.**

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

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
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- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
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Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

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

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## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

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If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****JANJAM CHANDU**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**



Ref No: 20498730

17-feb-2023

MARGAM UDAY KUMAR



Dear **MARGAM UDAY KUMAR,**

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** MARGAM UDAY KUMAR **Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April - September and October - March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

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

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement - Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

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

AND

MARGAM UDAY KUMAR \_\_\_\_\_(Age)  
, residing at \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

#### RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

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

### **3. No Alternate Employment, No Conflict, Etc.**

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

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

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

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

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

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

## **8. Compliance with Company Policies**

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
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- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
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#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with



respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****MARGAM UDAY KUMAR**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

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

Ref No: 20498730

17-feb-2023

MOHANTHY BARSHA



Dear **MOHANTHY BARSHA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** MOHANTHY BARSHA **Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
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3	Company's contribution of PF #	520.82154	6249.85848
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	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
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Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

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3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

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

AND

MOHANTHY BARSHA \_\_\_\_\_(Age)  
, residing at \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

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

### **3. No Alternate Employment, No Conflict, Etc.**

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

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

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

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

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

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

## **8. Compliance with Company Policies**

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be



construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****MOHANTHY BARSHA**

Shibu Balakrishnan

**Sr.Director-Talent Acquisition**

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

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

Ref No: 20498730

17-feb-2023

PADAMATWAR SANJAY



Dear **PADAMATWAR SANJAY,**

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** PADAMATWAR SANJAY

**Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April - September and October - March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

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

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

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AND

PADAMATWAR SANJAY \_\_\_\_\_(Age)  
, residing at \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

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- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
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- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

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

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

## **8. Compliance with Company Policies**

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account



or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****PADAMATWAR SANJAY**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

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

Ref No: 20498730

17-feb-2023

YELLAMARTHI JAI BHARGAV



Dear **YELLAMARTHI JAI BHARGAV**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **10-apr-2023**.

Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact us.

Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** YELLAMARTHI JAI

**Designation:** Process Executive -Data

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

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

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

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

AND

YELLAMARTHI JAI BHARGAV \_\_\_\_\_(Age)  
, residing at \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

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

### **3. No Alternate Employment, No Conflict, Etc.**

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

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

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

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the



applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

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

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

## **8. Compliance with Company Policies**

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

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

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

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

## **12. Business Engagement, Learning and Development and Project Deployment**

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

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If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

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

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You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

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#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited****YELLAMARTHI JAI****BHARGAV**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

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

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



15 February, 2023

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

Dear DAIDA NIKHIL

We are pleased to offer you the position of Full Stack Developer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.





14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

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PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

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IBM CONFIDENTIAL

ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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### Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

### **OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



**IBM CONFIDENTIAL**

**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.





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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

11-Aug-2023

C7003884



*\*For Accenture use only*

**DARA NIHARIKA**  
**09-39/08 , Vidyanagar, Hyderabad ,500044**  
**Management Level - 13**  
**Sublevel - 3**

**Job Profile - Digital Content Management New Associate**  
**Job Family Group - Business Process Delivery**  
**Business Deal - Digital Operations**

Dear **DARA NIHARIKA,**

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

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

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**DARA NIHARIKA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

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



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 270000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>18%</b>
Annual Total earning potential (A+B)	Min. <b>INR 48600</b>	Max. <b>INR 318600</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 3600</b>
Notional Insurance Premium paid by Company	<b>INR 12400</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 12,000/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0%** to **16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.



**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

---

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



## APPOINTMENT LETTER

**10 MARCH, 2023**

Dear **DOBBALI MAHESHWARI**,  
Resume ID - **27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 10 MARCH, 2023 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

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

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you



## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT. post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

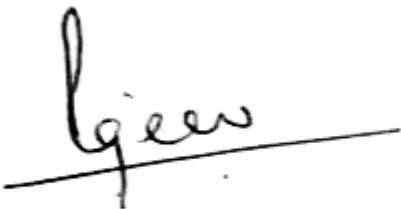
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector / Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual , which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **10 MARCH, 2023** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours faithfully,  
For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Limited.**

**I accept the terms of this letter.**

**Signature:** E-Signature Signature

**Date:** E-Signature Date

**Name:** DOBBALI

**MAHESHWARI**

## ANNEXURE I

<b>Name</b>	<b>DOBBALI</b>
<b>MAHESHWARI</b>	
<b>Designation</b>	<b>Associate</b>
<b>Date Of Joining</b>	<b>10 MARCH, 2023</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>House Rent Allowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target Cost To Company (INR per Annum)</b>	<b>250000</b>

## ANNEXURE II

### CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION**  
**TECHNOLOGY ACT 2000**

I **DOBBALI MAHESHWARI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name: DOBBALI MAHESHWARI**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **DOBBALI MAHESHWARI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: DOBBALI MAHESHWARI**

**Signature: E-Signature Signature**

**Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT. which is accessible on joining.

## Consent Form- Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

I Mr/Ms. **DOBBALI MAHESHWARI** d/o. \_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----  
Signature of candidate: **E-Signature Signature**

Name : **DOBBALI MAHESHWARI**  
Father/Spouse Name Resume ID -**27608618**

Location:

Date : **E-Signature Date**



6 march, 2023

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

Dear ERRA VARUN

We are pleased to offer you the position of Process Associate – Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)





4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



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ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		250000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

**OTHER BENEFITS:**





a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



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**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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



Date of Joining: **3 April, 2023**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **GOLCONDA ARCHANA**,

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 14, 2023**

Dear **GOLCONDA ARCHANA**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **3 April, 2023**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**





**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup:** This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program:** This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy:** This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit:** This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit:** This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

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GOLCONDA ARCHANA

Date:

16/02/2023

GOWDICHERLA PADMINI

H.No: 16-5-35, Farhat Nagar, Hyderabad- 500024

## Offer of Employment

Dear GOWDICHERLA PADMINI

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Research Analyst** with effect from **16 March, 2023**. You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** GOWDICHERLA PADMINI

**JOB TITLE:** Research Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.



### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

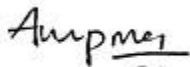
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





13 march, 2023

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

Dear JANGAM RAJESHWARI

We are pleased to offer you the position of Software Engineer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.





- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

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PRINTED NAME

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DATE OF JOINING

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DATE

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

SIGNATURE

-----

PRINTED NAME

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DATE

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ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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





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**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

09-Aug-2023

C7003884



*\*For Accenture use only*

**JOGU DIVYA**  
**3-20/14 Somajiguda , Hyderabad ,500082**  
**Management Level - 13**  
**Sublevel - 3**

**Job Profile - Digital Content Management New Associate**  
**Job Family Group - Business Process Delivery**  
**Business Deal - Digital Operations**

Dear **JOGU DIVYA,**

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

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

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**JOGU DIVYA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

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



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 270000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>18%</b>
Annual Total earning potential (A+B)	Min. <b>INR 48600</b>	Max. <b>INR 318600</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 3600</b>
Notional Insurance Premium paid by Company	<b>INR 12400</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 12,000/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0%** to **16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***



As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

---

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



17 march, 2023

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

Dear JONATHAN HUNG

We are pleased to offer you the position of Test Engineer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.





- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



IBM CONFIDENTIAL

ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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





**IBM CONFIDENTIAL**

**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

09-Aug-2023

C7003884



*\*For Accenture use only*

**KALVACHARLA SHRAVANI**  
1/20/14 Tarnaka , Hyderabad ,500007  
Management Level - 13  
Sublevel - 3

**Job Profile - Digital Content Management New Associate**  
**Job Family Group - Business Process Delivery**  
**Business Deal - Digital Operations**

Dear **KALVACHARLA SHRAVANI**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

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

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**KALVACHARLA SHRAVANI**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

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



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 270000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>18%</b>
Annual Total earning potential (A+B)	Min. <b>INR 48600</b>	Max. <b>INR 318600</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 3600</b>
Notional Insurance Premium paid by Company	<b>INR 12400</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 12,000/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0%** to **16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***



As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

#### **GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

#### **General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

---

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



29 march, 2023

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

Dear KAMINI SANDHYA

We are pleased to offer you the position of Full Stack Developer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.





- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
  
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
  
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



IBM CONFIDENTIAL

ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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### Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

### **OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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





**IBM CONFIDENTIAL**

**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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



Date of Joining: **27 March, 2023**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **KESHAV JOSHI**,

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 9, 2023**

Dear **KESHAV JOSHI**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **27 March, 2023**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**

- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.


Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:





### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

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KESHAV JOSHI

Date:



Date of Joining: **24 April, 2023**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **KHARATMAL RAKESH,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**April 5, 2023**

Dear **KHARATMAL RAKESH,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **24 April, 2023**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I.**

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
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Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


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- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
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- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

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KHARATMAL RAKESH

Date:



## APPOINTMENT LETTER

**29 MARCH, 2023**

Dear **M ANNAPURNA**,  
Resume ID - **27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 29 MARCH, 2023 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.



## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

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

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT. post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

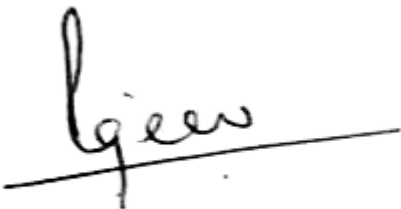
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector / Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual , which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **29 MARCH, 2023** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours faithfully,  
For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Limited.**

**I accept the terms of this letter.**

**Signature:** E-Signature Signature

**Date:** E-Signature Date

**Name:** M ANNAPURNA

## ANNEXURE I

<b>Name</b>	<b>M ANNAPURNA</b>
<b>Designation</b>	<b>Associate</b>
<b>Date Of Joining</b>	<b>29 MARCH, 2023</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>House Rent Allowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target Cost To Company (INR per Annum)</b>	<b>250000</b>

## ANNEXURE II

### CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION**  
**TECHNOLOGY ACT 2000**

I **M ANNAPURNA**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name: M ANNAPURNA**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **M ANNAPURNA**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** M ANNAPURNA

**Signature:** E-Signature Signature

**Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT. which is accessible on joining.



## Consent Form- Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

I Mr/Ms. **M ANNAPURNA** d/o. \_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----  
Signature of candidate: **E-Signature Signature**

Name : **M ANNAPURNA**  
Father/Spouse Name Resume ID -**27608618**

Location:

Date : **E-Signature Date**

20/02/2023

M SATVIKA

H.No: 16-5-35, Farhat Nagar, Hyderabad- 500024

## **Offer of Employment**

Dear M SATVIKA

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Research Analyst** with effect from **24 March, 2023** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** M SATVIKA

**JOB TITLE:** Research Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.



- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

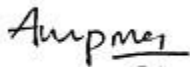
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



Date: March 16, 2023

**Subject: Offer of Employment**

Dear MANKER ASHISH

KUMAR,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. Your joining will be subject to your successful completion and clearance of the Pre-Joining Training and Assessment.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same. We would like to update that all necessary documents need to be submitted with us during your joining stage.

For & on behalf of

**HDFC Life Insurance Company Limited**



**Sushil Chander**  
Vice President - Human Resources

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

1860-267-9999 | 022-68446530

Available Mon-Sat from 10am to 7 pm (Local Charges apply)  
DO NOT prefix any country code e.g. +91 or 00.

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



## Annexure 1

Date: March 16, 2023  
 Name: MANKER ASHISH  
 KUMAR  
 Designation: Executive Trainee  
 Band: 2

CTC STRUCTURE	
Components	Per Annum
<b>(I) Fixed Pay</b>	
Basic	112,000
House Rent Allowance	85,000
Other Allowance	2,000
Bonus	12,000
<b>(II) Reimbursements</b>	
LTA	32,000
Fuel	6,000
Mobile Handset	1,000
<b>Total Fixed Pay and Reimbursements</b>	
	<b>250,000</b>
<b>(III) Retirals</b>	
Provident Fund	21,600
Gratuity	6,888
<b>(IV) Valued Benefits</b>	
Group Insurance Benefit	11,250
<b>Fixed Cost to Company (FCTC)</b>	
	<b>289,738</b>

### Other Benefits (as per prevalent Company Policy):

Group Term Insurance: Term cover of INR 1,200,000/-  
 Medclaim: INR 200,000/- for self (dependents are covered after 6 months)

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

1860-267-9999 | 022-68446530

Available Mon-Sat from 10am to 7 pm (Local Charges apply)  
 DO NOT prefix any country code e.g. +91 or 00.

www.hdfclife.com





Date of Joining: **10 April, 2023**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **MARRI ANVESH REDDY**,

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 17, 2023**

Dear **MARRI ANVESH REDDY,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **10 April, 2023**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I.**

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Four Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.





## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



**Non-Monetary Benefits**

- F. **Annual Health Checkup:** This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program:** This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy:** This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit:** This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit:** This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
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12/15/2022 | 11:32:17 PM EST

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MARRI ANVESH REDDY

Date:



2 march, 2023

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

Dear MATHIPOGU DEEPA

We are pleased to offer you the position of Process Associate – Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS





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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----  
PRINTED NAME

-----  
DATE OF JOINING

-----  
DATE

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

SIGNATURE

-----  
PRINTED NAME

-----  
DATE



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ANNEXURE A

DATE	2 march, 2023		
NAME	MATHIPOGU DEEPA	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		250000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



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ANNEXURE B – NON-DISCLOSURE AGREEMENT

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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





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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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

Date: March 3, 2023

**Subject: Offer of Employment**

Dear MD WASEEM,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. Your joining will be subject to your successful completion and clearance of the Pre-Joining Training and Assessment.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same. We would like to update that all necessary documents need to be submitted with us during your joining stage.

For & on behalf of  
**HDFC Life Insurance Company Limited**



**Sushil Chander**  
Vice President - Human Resources

**HDFC Life Insurance Company Limited**

**Corporate & Registered Office:**

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

 +91 22 6751 6666

 1860-267-9999 | 022-68446530

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DO NOT prefix any country code e.g. +91 or 00.

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



## Annexure 1

Date: March 3, 2023  
 Name: MD WASEEM  
 Designation: Executive Trainee  
 Band: 2

CTC STRUCTURE	
Components	Per Annum
<b>(I) Fixed Pay</b>	
Basic	112,000
House Rent Allowance	85,000
Other Allowance	2,000
Bonus	12,000
<b>(II) Reimbursements</b>	
LTA	32,000
Fuel	6,000
Mobile Handset	1,000
<b>Total Fixed Pay and Reimbursements</b>	<b>250,000</b>
<b>(III) Retirals</b>	
Provident Fund	21,600
Gratuity	6,888
<b>(IV) Valued Benefits</b>	
Group Insurance Benefit	11,250
<b>Fixed Cost to Company (FCTC)</b>	<b>289,738</b>

### Other Benefits (as per prevalent Company Policy):

Group Term Insurance: Term cover of INR 1,200,000/-

Mediclam: INR 200,000/- for self (dependents are covered after 6 months)

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

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17 February, 2023

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

Dear METTU SUSHMA

We are pleased to offer you the position of Full Stack Developer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.





25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



IBM CONFIDENTIAL

ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



## IBM CONFIDENTIAL

### Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

### **OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



**IBM CONFIDENTIAL**

ANNEXURE B – NON-DISCLOSURE AGREEMENT

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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





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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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



## APPOINTMENT LETTER

**13 MARCH, 2023**

Dear **MOHAMMED BADARUDDIN ABED**,  
Resume ID - **27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 13 MARCH, 2023 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

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

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT. post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

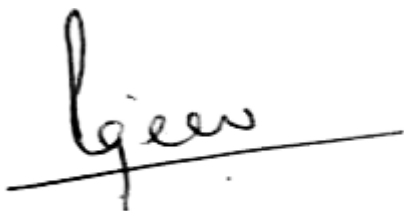
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector / Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual , which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **13 MARCH, 2023** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours faithfully,  
For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Limited.**

**I accept the terms of this letter.**

**Signature:** E-Signature Signature

**Date:** E-Signature Date

**Name:** MOHAMMED

**BADARUDDIN ABED**



## ANNEXURE I

<b>Name</b>	<b>MOHAMMED BADARUDDIN ABED</b>
<b>Designation</b>	<b>Associate</b>
<b>Date Of Joining</b>	<b>13 MARCH, 2023</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>House Rent Allowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target Cost To Company (INR per Annum)</b>	<b>250000</b>

## ANNEXURE II

### CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION**  
**TECHNOLOGY ACT 2000**

I **MOHAMMED BADARUDDIN ABED**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name:** MOHAMMED BADARUDDIN ABED

**Signature:** [E-Signature Signature](#)

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **MOHAMMED BADARUDDIN ABED**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** MOHAMMED BADARUDDIN ABED

**Signature:** E-Signature Signature

**Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT. which is accessible on joining.

## Consent Form- Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

I Mr/Ms. **MOHAMMED BADARUDDIN ABED** d/o. \_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----  
Signature of candidate: **E-Signature Signature**

Name : **MOHAMMED BADARUDDIN ABED**  
Father/Spouse Name Resume ID -**27608618**

Location:

Date : **E-Signature Date**

20/02/2023

MOHD SARFARAZUDDIN

H.No: 16-5-35, Farhat Nagar, Hyderabad- 500024

## Offer of Employment

Dear MOHD SARFARAZUDDIN

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Research Analyst** with effect from **24 March, 2023**. You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** MOHD SARFARAZUDDIN

**JOB TITLE:** Research Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**



- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

**Standard Shift Schedule:**

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

**ANNEXURE-B**

**1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

**2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

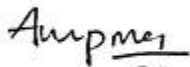
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



Date: March 20, 2023

**Subject: Offer of Employment**

Dear PONNAGANI MANISHA

GOUD,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. Your joining will be subject to your successful completion and clearance of the Pre-Joining Training and Assessment.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same. We would like to update that all necessary documents need to be submitted with us during your joining stage.

For & on behalf of

**HDFC Life Insurance Company Limited**



**Sushil Chander**  
Vice President - Human Resources

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

1860-267-9999 | 022-68446530

Available Mon-Sat from 10am to 7 pm (Local Charges apply)  
DO NOT prefix any country code e.g. +91 or 00.

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





## Annexure 1

Date: March 20, 2023  
 Name: PONNAGANI  
 MANISHA GOUD  
 Designation: Executive Trainee  
 Band: 2

CTC STRUCTURE	
Components	Per Annum
<b>(I) Fixed Pay</b>	
Basic	112,000
House Rent Allowance	85,000
Other Allowance	2,000
Bonus	12,000
<b>(II) Reimbursements</b>	
LTA	32,000
Fuel	6,000
Mobile Handset	1,000
<b>Total Fixed Pay and Reimbursements</b>	
	<b>250,000</b>
<b>(III) Retirals</b>	
Provident Fund	21,600
Gratuity	6,888
<b>(IV) Valued Benefits</b>	
Group Insurance Benefit	11,250
<b>Fixed Cost to Company (FCTC)</b>	
	<b>289,738</b>

### Other Benefits (as per prevalent Company Policy):

Group Term Insurance: Term cover of INR 1,200,000/-  
 Medclaim: INR 200,000/- for self (dependents are covered after 6 months)

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

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Available Mon-Sat from 10am to 7 pm (Local Charges apply)  
 DO NOT prefix any country code e.g. +91 or 00.

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10 march, 2023

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

Dear POORVA GUPTA

We are pleased to offer you the position of Process Associate – Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----  
PRINTED NAME

-----  
DATE OF JOINING

-----  
DATE

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

SIGNATURE

-----  
PRINTED NAME

-----  
DATE





IBM CONFIDENTIAL

ANNEXURE A

DATE	10 march, 2023		
NAME	POORVA GUPTA	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		250000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



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**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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





## APPOINTMENT LETTER

**8 FEBRUARY, 2023**

Dear **PULEKER VINOD KUMAR,**  
Resume ID - **27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 8 FEBRUARY, 2023 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

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

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT. post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

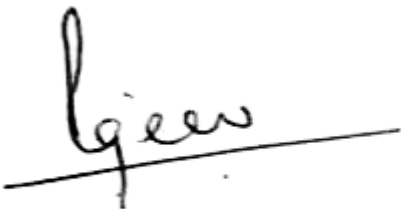
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector / Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual , which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **8 FEBRUARY,2023** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours faithfully,  
For Wipro**

A handwritten signature in black ink, appearing to read 'Rajeev Menon', is written over a horizontal line.

**Rajeev Menon  
Vice President Talent Acquisition  
Limited.**

**I accept the terms of this letter.**

**Signature:** **E-Signature Signature**

**Date:** **E-Signature Date**

**Name:** **PULEKER VINOD**

**KUMAR**

## ANNEXURE I

<b>Name</b>	<b>PULEKER VINOD KUMAR</b>
<b>Designation</b>	<b>Associate</b>
<b>Date Of Joining</b>	<b>8 FEBRUARY, 2023</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>House Rent Allowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target Cost To Company (INR per Annum)</b>	<b>250000</b>

## ANNEXURE II

### CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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



**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION**  
**TECHNOLOGY ACT 2000**

I **PULEKER VINOD KUMAR**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name: PULEKER VINOD KUMAR**

**Signature: [E-Signature Signature](#)**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **PULEKER VINOD KUMAR**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: PULEKER VINOD KUMAR**

**Signature: E-Signature Signature**

**Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT. which is accessible on joining.

## Consent Form- Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

I Mr/Ms. **PULEKER VINOD KUMAR** d/o. \_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----  
Signature of candidate: **E-Signature Signature**

Name : **PULEKER VINOD KUMAR**  
Father/Spouse Name Resume ID -**27608618**

Location:

Date : **E-Signature Date**



## APPOINTMENT LETTER

**3 FEBRUARY, 2023**

Dear **RAMYA SRI**,  
Resume ID - **27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 3 February, **2023** and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

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

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT. post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

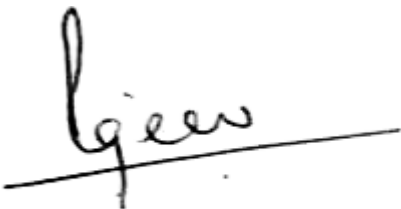
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector / Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual , which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **3 February, 2023** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours faithfully,  
For Wipro**

A handwritten signature in black ink, appearing to read 'Rajeev Menon', is written over a horizontal line.

**Rajeev Menon  
Vice President Talent Acquisition  
Limited.**

**I accept the terms of this letter.**



**Signature:** E-Signature Signature

**Date:** E-Signature Date

**Name:** RAMYA SRI

## ANNEXURE I

<b>Name</b>	<b>RAMYA SRI</b>
<b>Designation</b>	<b>Associate</b>
<b>Date Of Joining</b>	<b>3 FEBRUARY, 2023</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>House Rent Allowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target Cost To Company (INR per Annum)</b>	<b>250000</b>

## ANNEXURE II

### CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION**  
**TECHNOLOGY ACT 2000**

I **RAMYA SRI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name: RAMYA SRI**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **RAMYA SRI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** RAMYA SRI

**Signature:** E-Signature Signature

**Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT. which is accessible on joining.

## Consent Form- Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

I Mr/Ms. **RAMYA SRI** d/o. \_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature Signature**

Name : **RAMYA SRI**

Father/Spouse Name Resume ID -**27608618**

Location:

Date : **E-Signature Date**

Date: March 16, 2023

**Subject: Offer of Employment**

Dear MANKER

ASHISHKUMAR,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. Your joining will be subject to your successful completion and clearance of the Pre-Joining Training and Assessment.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same. We would like to update that all necessary documents need to be submitted with us during your joining stage.

For & on behalf of  
**HDFC Life Insurance Company Limited**



**Sushil Chander**  
Vice President - Human Resources

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

1860-267-9999 | 022-68446530

Available Mon-Sat from 10am to 7 pm (Local Charges apply)  
DO NOT prefix any country code e.g. +91 or 00.

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



## Annexure 1

Date: March 16, 2023  
 Name: MANKER ASHISH  
 KUMAR  
 Designation: Executive Trainee  
 Band: 2

CTC STRUCTURE	
Components	Per Annum
<b>(I) Fixed Pay</b>	
Basic	112,000
House Rent Allowance	85,000
Other Allowance	2,000
Bonus	12,000
<b>(II) Reimbursements</b>	
LTA	32,000
Fuel	6,000
Mobile Handset	1,000
<b>Total Fixed Pay and Reimbursements</b>	
	<b>250,000</b>
<b>(III) Retirals</b>	
Provident Fund	21,600
Gratuity	6,888
<b>(IV) Valued Benefits</b>	
Group Insurance Benefit	11,250
<b>Fixed Cost to Company (FCTC)</b>	
	<b>289,738</b>

### Other Benefits (as per prevalent Company Policy):

Group Term Insurance: Term cover of INR 1,200,000/-  
 Medclaim: INR 200,000/- for self (dependents are covered after 6 months)

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

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Available Mon-Sat from 10am to 7 pm (Local Charges apply)  
 DO NOT prefix any country code e.g. +91 or 00.

www.hdfclife.com







13 march, 2023

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

Dear S ASHWINI

We are pleased to offer you the position of DevOps Engineer, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 24, 2024 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

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

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

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



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ANNEXURE A

DATE	6 march, 2023		
NAME	ERRA VARUN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		380000	
2. Annual Flexible Benefit Plan (FBP)		70000	
<b>Annual Reference Salary</b>		450000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	302705
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

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

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





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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

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

#### **Group Personal Accident Plan**

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

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



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

#### Critical Illness Buffer

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

#### Domiciliary Benefit

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

#### National Pension System (NPS)

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

#### Compensation under Employees Compensation Act

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

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

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



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**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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



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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

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

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

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

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

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



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

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

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

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

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

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

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

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

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

Date: March 28, 2023

**Subject: Offer of Employment**

Dear S.RAJANI,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure 1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. Your joining will be subject to your successful completion and clearance of the Pre-Joining Training and Assessment.

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same. We would like to update that all necessary documents need to be submitted with us during your joining stage.

For & on behalf of  
**HDFC Life Insurance Company Limited**



**Sushil Chander**  
Vice President - Human Resources

**HDFC Life Insurance Company Limited**

**Corporate & Registered Office:**

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,


N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

 +91 22 6751 6666

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## Annexure 1

Date: March 28, 2023  
 Name: S.RAJANI  
 Designation: Executive Trainee  
 Band: 2

CTC STRUCTURE	
Components	Per Annum
<b>(I) Fixed Pay</b>	
Basic	112,000
House Rent Allowance	85,000
Other Allowance	2,000
Bonus	12,000
<b>(II) Reimbursements</b>	
LTA	32,000
Fuel	6,000
Mobile Handset	1,000
<b>Total Fixed Pay and Reimbursements</b>	
	<b>250,000</b>
<b>(III) Retirals</b>	
Provident Fund	21,600
Gratuity	6,888
<b>(IV) Valued Benefits</b>	
Group Insurance Benefit	11,250
<b>Fixed Cost to Company (FCTC)</b>	
	<b>289,738</b>

Other Benefits (as per prevalent Company Policy):
Group Term Insurance: Term cover of INR 1,200,000/-
Mediclam: INR 200,000/- for self (dependents are covered after 6 months)

HDFC Life Insurance Company Limited

Corporate & Registered Office:

13<sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound,

N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

CIN: L65110MH2000PLC138245

+91 22 6751 6666

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## APPOINTMENT LETTER

**20 MARCH, 2023**

Dear **SAYAD SALMAN**,  
Resume ID - **27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 20 MARCH, 2023 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

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

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT. post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

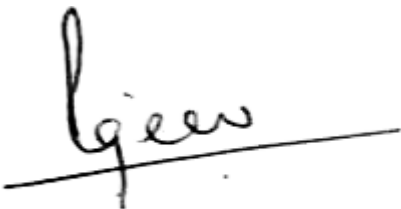
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector / Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual , which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **20 MARCH, 2023** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours faithfully,  
For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Limited.**

**I accept the terms of this letter.**

**Signature:** **E-Signature Signature**

**Date:** **E-Signature Date**

**Name:** SAYAD SALMAN

## ANNEXURE I

<b>Name</b>	<b>SAYAD SALMAN</b>
<b>Designation</b>	<b>Associate</b>
<b>Date Of Joining</b>	<b>20 MARCH, 2023</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>House Rent Allowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target Cost To Company (INR per Annum)</b>	<b>250000</b>



## ANNEXURE II

### CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION**  
**TECHNOLOGY ACT 2000**

I **SAYAD SALMAN**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name:** SAYAD SALMAN

**Signature:** [E-Signature Signature](#)

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **SAYAD SALMAN**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** SAYAD SALMAN

**Signature:** E-Signature Signature

**Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT. which is accessible on joining.

## Consent Form- Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

I Mr/Ms. **SAYAD SALMAN** d/o. \_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----  
Signature of candidate: **E-Signature Signature**

Name : **SAYAD SALMAN**  
Father/Spouse Name Resume ID -**27608618**

Location:

Date : **E-Signature Date**

27/02/2023

SOMA ARCHANA

H.No: 16-5-35, Farhat Nagar, Hyderabad- 500024

## **Offer of Employment**

Dear SOMA ARCHANA

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Research Analyst** with effect from **24 March, 2023**. You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** SOMA ARCHANA

**JOB TITLE:** Research Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**



For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

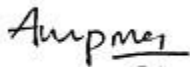
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





## APPOINTMENT LETTER

**14 MARCH, 2023**

Dear **THADICHERLA LAXMAN**,  
Resume ID - **27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 14 MARCH, 2023 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.



## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

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

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT. post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

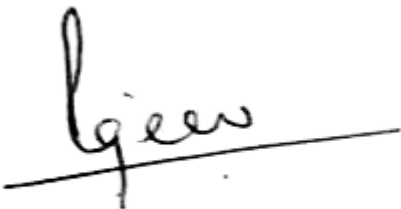
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector / Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual , which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **14 MARCH, 2023** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours faithfully,  
For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Limited.**

**I accept the terms of this letter.**

**Signature:** E-Signature Signature

**Date:** E-Signature Date

**Name:** THADICHERLA

**LAXMAN**

## ANNEXURE I

<b>Name</b>	<b>THADICHERLA LAXMAN</b>
<b>Designation</b>	<b>Associate</b>
<b>Date Of Joining</b>	<b>14 MARCH, 2023</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>House Rent Allowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target Cost To Company (INR per Annum)</b>	<b>250000</b>

## ANNEXURE II

### CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION**  
**TECHNOLOGY ACT 2000**

I **THADICHERLA LAXMAN**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name: THADICHERLA LAXMAN**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **THADICHERLA LAXMAN**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** THADICHERLA LAXMAN

**Signature:** E-Signature Signature

**Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT. which is accessible on joining.



## Consent Form- Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding client specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

I Mr/Ms. **THADICHERLA LAXMAN** d/o. \_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the wellbeing services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----  
Signature of candidate: **E-Signature Signature**

Name : **THADICHERLA LAXMAN**  
Father/Spouse Name Resume ID -**27608618**

Location:

Date : **E-Signature Date**

**BE YOURSELF,  
MAKE A DIFFERENCE.**



08-Feb-2022

C7003884



*\*For Accenture use only*

**APANNAGARY SOWMYA**  
**09-11/9 ,Gandhi Bhawan , Hyderabad ,500001**  
**Management Level - 13**  
**Sublevel - 3**

**Job Profile – Digital Content Management New Associate**  
**Job Family Group – Business process Delivery**

Dear **APANNAGARY SOWMYA**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

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

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**APANNAGARY SOWMYA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

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



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.



**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

16/03/2022

ATHUKURI CHIRANJEEVI

H.No: 712-5-35,SR Nagar, Hyderabad- 500038

## **Offer of Employment**

Dear ATHUKURI CHIRANJEEVI

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Cloud Engineer** with effect from **12 April, 2022** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** ATHUKURI CHIRANJEEVI

**JOB TITLE:** Cloud Engineer

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you



shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

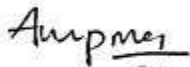
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



**BE YOURSELF,  
MAKE A DIFFERENCE.**



08-Aug-2022

C7003884



*\*For Accenture use only*

**BAGOJI SARIKA**  
**07-12/69, Erragadda, Hyderabad ,500018**  
**Management Level - 13**  
**Sublevel - 3**

**Job Profile – Digital Content Management New Associate**  
**Job Family Group – Business process Delivery**

Dear **BAGOJI SARIKA,**

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

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

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**BAGOJI SARIKA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

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



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***



As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



Date of Joining: **12 May, 2022**  
Joining Location: **Hyderabad**  
Designation: **Front End Developer**

Dear **BEJJARAPU ANISH,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**12 April, 2022**

Dear **BEJJARAPU ANISH**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **12 May, 2022**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Front End Developer**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.





## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup:** This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program:** This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy:** This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit:** This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit:** This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

BEJJARAPU ANISH

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



## APPOINTMENT LETTER

**9 MARCH, 2022**

Dear **BOLLEDDULA SHASHIVARDHAN REDDY**,  
Resume ID-**27605876**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conduct business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 200,000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 9 MARCH, 2022 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

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

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

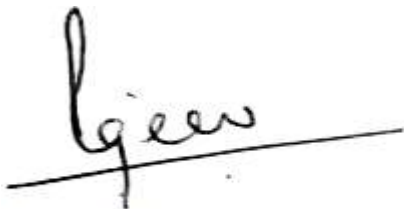
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **1 APRIL, 2022** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name: BOLLEDDULA

**SHASHIVARDHAN**

**REDDY**



**ANNEXURE I**

<b>Name</b>	<b>BOLLEDDULA</b>
<b>SHASHIVARDHAN REDDY</b>	
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>1 APRIL,2022</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>200000</b>
<b>HouseRentAllowance</b>	<b>40000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

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

Noted below are a few examples of 'conflict of interest':

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

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

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**IBOLLEDDULA SHASHIVARDHAN**

**REDDY**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

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

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

**Name: BOLLEDDULA SHASHIVARDHAN REDDY**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **BOLLEDDULA SHASHIVARDHAN REDDY**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: BOLLEDDULA SHASHIVARDHAN REDDY**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **BOLLEDDULA**

**SHASHIVARDHAN**

**REDDY** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **BOLLEDDULA SHASHIVARDHAN REDDY**

Father/Spouse Name Resume ID-**27605876**

Location:

Date: **E-Signature** Date

20/03/2022

CHELUKALA RAJASHEKHAR

H.No: 29-89, Banjara Hills, Hyderabad- 500034

## **Offer of Employment**

Dear CHELUKALA RAJASHEKHAR

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Systems Analyst** with effect from **12 April, 2022**. You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** CHELUKALA RAJASHEKHAR

**JOB TITLE:** Business Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**



- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

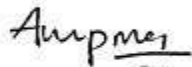
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



20/03/2022

DARNE SNEHA

H.No: 16-5-35, Farhat Nagar, Hyderabad- 500024

## **Offer of Employment**

Dear DARNE SNEHA

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Systems Analyst** with effect from **12 April, 2022** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.



## **ANNEXURE-A**

**NAME:** DARNE SNEHA

**JOB TITLE:** Business Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

**Standard Shift Schedule:**

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
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- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

**ANNEXURE-B**

**1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

**2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

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### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

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### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

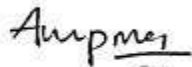
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager







Date of Joining: **25 May, 2022**  
Joining Location: **Hyderabad**  
Designation: **Front End Developer**

Dear **EDIGI NAVEEN KUMAR GOUD,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**15 April, 2022**

Dear **EDIGI NAVEEN KUMAR GOUD,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **25 May, 2022**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Front End Developer**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup:** This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program:** This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy:** This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit:** This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit:** This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

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EDIGI NAVEEN KUMAR GOUD

Date:

**BE YOURSELF,  
MAKE A DIFFERENCE.**



09-Feb-2022

C7003884



*\*For Accenture use only*

**GUNDA LILLY REDDY**  
10-39/10, Begumpet, Hyderabad ,500016  
Management Level - 13  
Sublevel - 3

**Job Profile - Application Development Associate**  
**Job Family Group - Application Development**

Dear **GUNDA LILLY REDDY,**

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

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

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**GUNDA LILLY REDDY**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.



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



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



6 April, 2022

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

BOGI DEEPIKA

We are pleased to offer you the position of Management consulting– Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 2, 2022 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)





4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.

- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.

- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

.....

PRINTED NAME

.....

DATE OF JOINING

.....

DATE

.....

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

.....

PRINTED NAME

.....

DATE

.....



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ANNEXURE A

DATE	6 April, 2022		
NAME	BOGI DEEPIKA	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		270000	
2. Annual Flexible Benefit Plan (FBP)		85000	
<b>Annual Reference Salary</b>		270000	

3. Retirals	
a) Provident Fund (PF)	21800
b) Gratuity @ 4.8%	9000
Annual Reference Salary + Retirals	300800
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*

**OTHER BENEFITS:**





a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) In case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) In case of any injury resulting in Death or permanent total disability.
- c) In case of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*



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ANNEXURE B – NON-DISCLOSURE AGREEMENT

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.



I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



6 April, 2022

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

E PRIYANKA

We are pleased to offer you the position of Management consulting– Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 2, 2022 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.





3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.

- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.

- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

.....

PRINTED NAME

.....

DATE OF JOINING

.....

DATE

.....

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

.....

PRINTED NAME

.....

DATE

.....



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ANNEXURE A

DATE	6 April, 2022		
NAME	E PRIYANKA	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		270000	
2. Annual Flexible Benefit Plan (FBP)		85000	
<b>Annual Reference Salary</b>		270000	

3. Retirals	
a) Provident Fund (PF)	21800
b) Gratuity @ 4.8%	9000
Annual Reference Salary + Retirals	300800
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.





All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*



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ANNEXURE B – NON-DISCLOSURE AGREEMENT

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.



I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



18 April, 2022

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

MADAPPOLLA PAVAN KUMAR

We are pleased to offer you the position of Finance – Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 09, 2022 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.





- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.

- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.

- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

.....

PRINTED NAME

.....

DATE OF JOINING

.....

DATE

.....

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

.....

PRINTED NAME

.....

DATE

.....



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ANNEXURE A

DATE	18 April, 2022		
NAME	MADAPPOLLA PAVAN KUMAR	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		270000	
2. Annual Flexible Benefit Plan (FBP)		85000	
<b>Annual Reference Salary</b>		270000	

3. Retirals	
a) Provident Fund (PF)	21800
b) Gratuity @ 4.8%	9000
Annual Reference Salary + Retirals	300800
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*





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ANNEXURE B – NON-DISCLOSURE AGREEMENT

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.



I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



1 march, 2022

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

MD AKBAR KHAN

We are pleased to offer you the position of Finance Management – Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) April 04, 2022 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.

- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.

- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.





14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

.....

PRINTED NAME

.....

DATE OF JOINING

.....

DATE

.....

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

.....

PRINTED NAME

.....

DATE

.....



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ANNEXURE A

DATE	1 march, 2022		
NAME	MD AKBAR KHAN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		270000	
2. Annual Flexible Benefit Plan (FBP)		85000	
<b>Annual Reference Salary</b>		270000	

3. Retirals	
a) Provident Fund (PF)	21800
b) Gratuity @ 4.8%	9000
Annual Reference Salary + Retirals	300800
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) In case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) In case of any injury resulting in Death or permanent total disability.
- c) In case of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*



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ANNEXURE B – NON-DISCLOSURE AGREEMENT

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.





I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.



I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



1 march, 2022

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

MYAKALA SAIKIRAN

We are pleased to offer you the position of Finance Management– Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) Apr 4, 2022 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhaar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhaar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.

- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.

- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.





25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

.....

PRINTED NAME

.....

DATE OF JOINING

.....

DATE

.....

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

.....

PRINTED NAME

.....

DATE

.....



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ANNEXURE A

DATE	1 march, 2022		
NAME	MYAKALA SAIKIRAN	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		270000	
2. Annual Flexible Benefit Plan (FBP)		85000	
<b>Annual Reference Salary</b>		270000	

3. Retirals	
a) Provident Fund (PF)	21800
b) Gratuity @ 4.8%	9000
Annual Reference Salary + Retirals	300800
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*



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ANNEXURE B – NON-DISCLOSURE AGREEMENT

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.





I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

14-Mar-2022

C7003884



*\*For Accenture use only*

**KANCHAN**

**12-39/09, Vikarabad Hyderabad ,501101**

**Management Level - 13**

**Sublevel - 3**

**Job Profile - Application Development Associate**

**Job Family Group - Application Development**

Dear **KANCHAN**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**KANCHAN**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit



#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



Date of Joining: **4 April, 2022**  
Joining Location: **Hyderabad**  
Designation: **DevOps Engineer**

Dear **KARNE VENKATESH,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**1 April, 2022**

Dear **KARNE VENKATESH**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **4 April, 2022**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **DevOps Engineer**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

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KARNE VENKATESH

Date:





Date of Joining: **13 April, 2022**  
Joining Location: **Hyderabad**  
Designation: **Full Stack Developer**

Dear **KATHROJU SURESH,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**1 April, 2022**

Dear **KATHROJU SURESH,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **13 April, 2022**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Full Stack Developer**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

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KATHROJU SURESH

Date:

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

14-Mar-2022

C7003884



*\*For Accenture use only*

**KOLAGANI AKHILA**  
**10-39/10, Begumpet, Hyderabad ,500016**  
**Management Level - 13**  
**Sublevel - 3**

**Job Profile - Application Development Associate**  
**Job Family Group - Application Development**

Dear **KOLAGANI AKHILA**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**KOLAGANI AKHILA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_



**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



## APPOINTMENT LETTER

**3 MARCH, 2022**

Dear **M ANNAPURNA**,  
Resume ID-**27608667**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 200,000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 3 MARCH, 2022 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.



## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

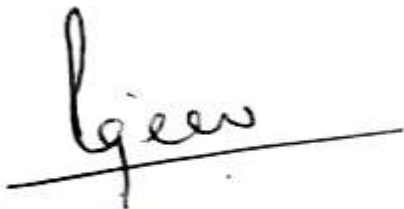
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **4 APRIL, 2022** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:M

**ANNAPURNA**

**ANNEXURE I**

<b>Name</b>	<b>M ANNAPURNA</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>4 APRIL,2022</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>200000</b>
<b>HouseRentAllowance</b>	<b>40000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**IM**

**ANNAPURNA**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: M ANNAPURNA**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **M**

**ANNAPURNA**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** M ANNAPURNA

**Signature:** E-Signature

**Signature Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.



## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

Mr/Ms. **M**

**ANNAPURNA** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well-being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **M ANNAPURNA**

Father/Spouse Name Resume ID-**27608667**

Location:

Date: **E-Signature** Date



## APPOINTMENT LETTER

**5 MARCH, 2022**

Dear **MAMIDI ARTHI**,  
Resume ID-**34926749**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 200,000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 5 MARCH, 2022 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

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As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

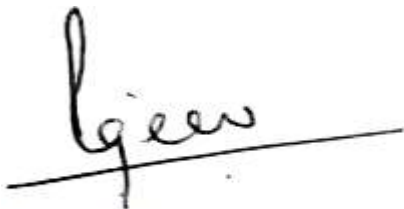
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **5 APRIL, 2022** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:MAMIDI

**ARTHI**

**ANNEXURE I**

<b>Name</b>	<b>MAMIDI ARTHI</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>5 APRIL,2022</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>200000</b>
<b>HouseRentAllowance</b>	<b>40000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>



## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**IMAMIDI**

**ARTHI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: MAMIDI ARTHI**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **MAMIDI**

**ARTHI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: MAMIDI ARTHI**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **MAMIDI**

**ARTHI** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **MAMIDI ARTHI**

Father/Spouse Name Resume ID- **34926749**

Location:

Date: **E-Signature** Date



## APPOINTMENT LETTER

**15 MARCH, 2022**

Dear **MOHAMMED WASEEM**,  
Resume ID-**25719845**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 200,000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 15 MARCH, 2022 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you



## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

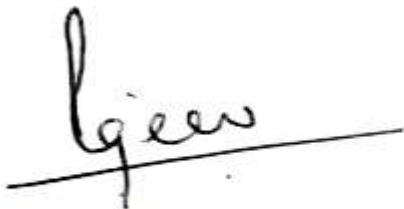
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **18 APRIL, 2022** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:MOHAMMED

**WASEEM**

**ANNEXURE I**

<b>Name</b>	<b>MOHAMMED</b>
<b>WASEEM</b>	
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>18 APRIL,2022</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>200000</b>
<b>HouseRentAllowance</b>	<b>40000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**MOHAMMED**

**WASEEM**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: MOHAMMED WASEEM**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **MOHAMMED WASEEM**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: MOHAMMED WASEEM**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **MOHAMMED**

**WASEEM**d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **MOHAMMED WASEEM**

Father/Spouse Name Resume ID-**25719845**

Location:

Date: **E-Signature** Date

**BE YOURSELF,  
MAKE A DIFFERENCE.**



08-Feb-2022

C7003884



*\*For Accenture use only*

**N SUSHMA SRI**  
10-11/60, Begumpet, Hyderabad ,500016  
Management Level - 13  
Sublevel - 3

**Job Profile – Digital Content Management New Associate**  
**Job Family Group – Business process Delivery**

Dear **N SUSHMA SRI**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master



In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**N SUSHMA SRI**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

---

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.





Date of Joining: **13 May, 2022**  
Joining Location: **Hyderabad**  
Designation: **Software Engineer**

Dear **NAGIREDDY NAVYA**,

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**13 April, 2022**

Dear **NAGIREDDY NAVYA**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **13 May, 2022**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Software Engineer**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

NAGIREDDY NAVYA

Date: \_\_\_\_\_



## APPOINTMENT LETTER

**2 MARCH, 2022**

Dear **NAMDAR NIKITHA**,  
Resume ID-**27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conduct business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 200,000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 2 MARCH, 2022 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.



You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## **10. Declaration of Nationality**

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## **11. Work Allocation**

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

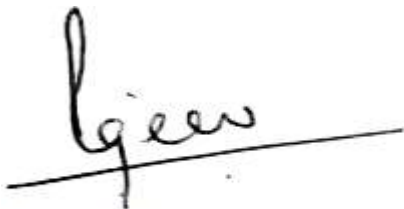
## **12. Government Employment Policy**

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **11 APRIL, 2022** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:NAMDAR

**NIKITHA**

**ANNEXURE I**

<b>Name</b>	<b>NAMDAR NIKITHA</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>11 APRIL,2022</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>200000</b>
<b>HouseRentAllowance</b>	<b>40000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**INAMDAR**

**NIKITHA**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ("Wipro") for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: NAMDAR NIKITHA**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **NAMDAR**

**NIKITHA**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: NAMDAR NIKITHA**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **NAMDAR**

**NIKITHA** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **NAMDAR NIKITHA**

Father/Spouse Name Resume ID- **27608618**

Location:

Date: **E-Signature** Date



**BE YOURSELF,  
MAKE A DIFFERENCE.**



10-Mar-2022

C7003884



*\*For Accenture use only*

**PODDAR KAVERI**  
**09-11/9, Gandhi Bhawan, Hyderabad ,500001**  
**Management Level - 13**  
**Sublevel - 3**

**Job Profile – Digital Content Management New Associate**  
**Job Family Group – Business process Delivery**

Dear **PODDAR KAVERI**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**PODDAR KAVERI**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:



## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



Date of Joining: **5 May, 2022**  
Joining Location: **Hyderabad**  
Designation: **Test Engineer**

Dear **SINGIRALA KUSHAL,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**5 April, 2022**

Dear **SINGIRALA KUSHAL**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **5 May, 2022**, (or such other date as may be communicated to you by the Company), as per details given below.

**A). Your current designation will be Test Engineer.**

**B). You will be required to work at the Company's offices in Hyderabad**

**C). Your all-inclusive annual target compensation (on a cost to company basis) will be (INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh". The signature is written in a cursive, slightly slanted style.

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

SINGIRALA KUSHAL

Date: \_\_\_\_\_

19/03/2022

SUDHAMALA HARSHINI

H.No: 12-345/3, Amberpet, Hyderabad- 500013

## **Offer of Employment**

Dear SUDHAMALA HARSHINI

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Systems Analyst** with effect from **12 April, 2022**. You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** SUDHAMALA HARSHINI

**JOB TITLE:** Business Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE



16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

**Standard Shift Schedule:**

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

**ANNEXURE-B**

**1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

**2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

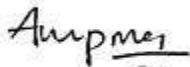
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





**BE YOURSELF,  
MAKE A DIFFERENCE.**



10-Mar-2022

C7003884



*\*For Accenture use only*

**SUPPALA VENUGOPAL**  
05-9/6, Banjara Hills, Hyderabad ,500034  
Management Level - 13  
Sublevel - 3

**Job Profile – Digital Content Management New Associate**  
**Job Family Group – Business process Delivery**

Dear **SUPPALA VENUGOPAL**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**SUPPALA VENUGOPAL**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:



## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

15/03/2022

**SURWASE VIJAY KUMAR**

**H.No: 16-5-35, Farhat Nagar, Hyderabad- 500024**

## **Offer of Employment**

Dear SURWASE VIJAY KUMAR

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Cloud Engineer** with effect from **12 April, 2022** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** SURWASE VIJAY KUMAR

**JOB TITLE:** Cloud Engineer

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

#### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

#### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

#### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

#### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

#### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

#### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.



- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

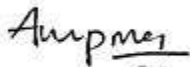
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





Date of Joining: **10 May, 2022**  
Joining Location: **Hyderabad**  
Designation: **Test Engineer**

Dear **TUKKANNA SAI KIRAN,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**8 April, 2022**

Dear **TUKKANNA SAI KIRAN**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **10 May, 2022**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Test Engineer**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh". The signature is written in a cursive, slightly slanted style.

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup:** This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program:** This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy:** This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit:** This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit:** This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

TUKKANNA SAI KIRAN

Date: \_\_\_\_\_



17/03/2022

VAGALAGANI SRINATH

H.No: 120-89-5, Hi-Tech City, Hyderabad- 500081

## **Offer of Employment**

Dear VAGALAGANI SRINATH

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Cloud Engineer** with effect from **12 April, 2022** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** VAGALAGANI SRINATH

**JOB TITLE:** Cloud Engineer

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.



If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

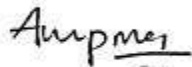
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





Date of Joining: **26 April, 2022**  
Joining Location: **Hyderabad**  
Designation: **DevOps Engineer**

Dear **VANGA VINAY,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**5 April, 2022**

Dear **VANGA VINAY**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **26 April, 2022**, (or such other date as may be communicated to you by the Company), as per details given below.

**A). Your current designation will be Full Stack Developer.**

**B). You will be required to work at the Company's offices in Hyderabad**

**C). Your all-inclusive annual target compensation (on a cost to company basis) will be (INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh". The signature is written in a cursive, slightly slanted style.

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



**Non-Monetary Benefits**

- F. **Annual Health Checkup:** This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program:** This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy:** This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit:** This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit:** This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

VANGA VINAY

Date: \_\_\_\_\_



## APPOINTMENT LETTER

**8 FEBRUARY, 2021**

Dear A LAKSHMI VINEELA,  
ResumeID-17349267

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs180000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.



#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 5 APRIL, 2021 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## **10. Declaration of Nationality**

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## **11. Work Allocation**

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

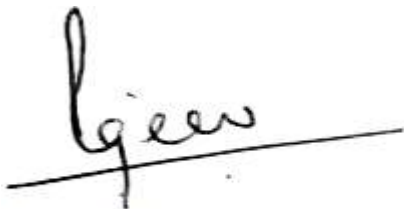
## **12. Government Employment Policy**

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **5 APRIL, 2021** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:A LAKSHMI

**VINEELA**

**ANNEXURE I**

<b>Name</b>	<b>A LAKSHMI VINEELA</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>5 APRIL, 2021</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>180000</b>
<b>HouseRentAllowance</b>	<b>60000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**IA LAKSHMI**

**VINEELA**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: A LAKSHMI VINEELA**

**Signature: E-Signature Signature**



## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **A LAKSHMI VINEELA**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: A LAKSHMI VINEELA**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

Mr/Ms. A

**LAKSHMI**

**VINEELA** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well-being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **A LAKSHMI VINEELA**

Father/Spouse Name Resume ID-**17349267**

Location:

Date: **E-Signature** Date



Date of Joining: **14 April, 2021**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **AFEERA FARHEEN,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 11, 2021**

Dear **AFEERA FARHEEN**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **14 April, 2021**, (or such other date as may be communicated to you by the Company), as per details given below.

**A). Your current designation will be Associate Analyst I.**

**B). You will be required to work at the Company's offices in Hyderabad**

**C). Your all-inclusive annual target compensation (on a cost to company basis) will be (INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh". The signature is written in a cursive, slightly slanted style.

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

AFEERA FARHEEN

Date: \_\_\_\_\_

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

09-Feb-2021

C7003884



*\*For Accenture use only*

**BHAKTHA SAKSHI**  
04-89/8, Srinagar colony, Hyderabad ,500073  
Management Level - 13  
Sublevel - 3

**Job Profile - Digital Content Management New Associate**  
**Job Family Group - Business Process Delivery**  
**Business Deal - Digital Operations**

Dear **BHAKTHA SAKSHI**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master



In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**BHAKTHA SAKSHI**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 270000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>18%</b>
Annual Total earning potential (A+B)	Min. <b>INR 48600</b>	Max. <b>INR 318600</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 3600</b>
Notional Insurance Premium paid by Company	<b>INR 12400</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 12,000/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



Ref No:  
20498730  
04-feb-2019



UDUTHA MANISHA

Dear **UDUTHA MANISHA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **01-apr-**

**2019**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

<b>Name:</b> UDUTHA MANISHA	<b>Designation:</b> Bussiness System Analyst
-----------------------------	--

Sl. No.	Description	Monthly	Yearly
1	Basic	16000	208000
2	HRA*	3000	36000
3	Company's contribution of PF #	500	6000
4	Advance Statutory Bonus***	3000	52000
5	Special Allowance*	1500	18000
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>320000</b>
	<b>Annual Total Compensation</b>		<b>320000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April - September and October - March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement - Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

UDUTHA MANISHA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

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Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

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As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with



respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****UDUTHA MANISHA**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
12-feb-2021



PATHLOTH RENUKA

Dear **PATHLOTH RENUKA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **15-mar-**

**2021**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** PATHLOTH RENUKA

**Designation:** Purchasing Manager

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

PATHLOTH RENUKA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

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### **4. Confidentiality**

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- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
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- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
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## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be



construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****PATHLOTH RENUKA**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
05-feb-2020



RAVILLA RAMU

Dear **RAVILLA RAMU**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **02-mar-**

**2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

<b>Name:</b> RAVILLA RAMU	<b>Designation:</b> DATABASE ADMINISTRATOR
---------------------------	--

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April - September and October - March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement - Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

RAVILLA RAMU, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account



or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

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If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

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You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

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b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

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#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****RAVILLA RAMU**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
12-feb-2021



AVALA VAMSI KRISHNA YADAV

Dear **AVALA VAMSI KRISHNA YADAV**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **15-mar-**

**2021**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** PATHLOTH RENUKA

**Designation:** Purchasing Manager

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

AVALA VAMSI KRISHNA YADAV, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the



applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## **19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited**

**AVALA VAMSI KRISHNA**



**YADAV**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:**

**Date:**

Ref No:  
20498730  
08-feb-2021



**SANA BEGUM**

Dear **SANA BEGUM**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **01-mar-2021**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

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Sl. No.	Description	Monthly	Yearly
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**Note:**

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AND

SANA BEGUM , \_\_\_\_\_(Age) ,residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

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a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

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### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**



- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****SANA BEGUM**

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

08/03/2021

DANDU VAMSHI RAJ

H.No: 29-89, Begumpet,Hyderabad- 500016

## **Offer of Employment**

Dear DANDU VAMSHI RAJ

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Information Security Analyst** with effect from **05 April, 2021** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** DANDU VAMSHI RAJ

**JOB TITLE:** Information Security Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**



## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ 1500 is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

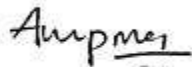
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



10/03/2021

GAIWALE GANNU MADHU

H.No: 06-55/09,Bogaram ,Hyderabad- 501301

## Offer of Employment

Dear **GAIWALE GANNU MADHU**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Systems Analyst** with effect from **05 April, 2021** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.



## **ANNEXURE-A**

**NAME:** GAIWALE GANNU MADHU

**JOB TITLE:** Business Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ 1500 is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

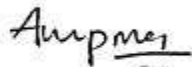
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





12/03/2021

GOURI DEVI POOJA

H.No: 06-55/09,Cyberbad ,Hyderabad- 500081

## Offer of Employment

Dear GOURI DEVI POOJA

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Systems Coordinator** with effect from **07 April, 2021** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** GOURI DEVI POOJA

**JOB TITLE:** Business Systems Coordinator

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ 1500 is given to any employee who gets married during their tenure at FactSet.
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- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

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### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.



- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

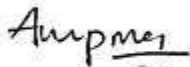
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

10-Mar-2021

C7003884



*\*For Accenture use only*

**HARSH CHORARIA**  
**87-04/8, Gandhinagar, Hyderabad ,500001**  
**Management Level - 13**  
**Sublevel - 3**

**Job Profile - Digital Content Management New Associate**  
**Job Family Group - Business Process Delivery**  
**Business Deal - Digital Operations**

Dear **HARSH CHORARIA,**

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**HARSH CHORARIA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 270000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>18%</b>
Annual Total earning potential (A+B)	Min. <b>INR 48600</b>	Max. <b>INR 318600</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 3600</b>
Notional Insurance Premium paid by Company	<b>INR 12400</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 12,000/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.



**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



Date of Joining: **19 April, 2021**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **KANKATI BALA RAJU**,

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 17, 2021**

Dear **KANKATI BALA RAJU**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **19 April, 2021**, (or such other date as may be communicated to you by the Company), as per details given below.

**A). Your current designation will be Associate Analyst I.**

**B). You will be required to work at the Company's offices in Hyderabad**

**C). Your all-inclusive annual target compensation (on a cost to company basis) will be (INR 4,60,000 /Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**

- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.


Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:





### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

KANKATI BALA RAJU

Date: \_\_\_\_\_

10/03/2021

KARRI NITYA

H.No: 54-87/22, Boduppal ,Hyderabad- 500039

## **Offer of Employment**

Dear **KARRI NITYA**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Systems Analyst** with effect from **05 April, 2021** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** KARRI NITYA

**JOB TITLE:** Business Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ 1500 is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

#### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

#### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

#### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

#### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

#### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

#### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.



- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer, you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof.

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

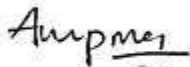
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





Date of Joining: **15 April, 2021**  
Joining Location: **Hyderabad**  
Designation: **IT Management**

Dear **KATRAVATH DEEPIKA**,

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 10, 2021**

Dear **KATRAVATH DEEPIKA**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **15 April, 2021**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **IT Management**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

KATRAVATH DEEPIKA

Date:





## APPOINTMENT LETTER

**12 FEBRUARY, 2021**

Dear **MADUGULA ROHIT**,  
Resume ID-**56349872**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs180000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 1 APRIL, 2021 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

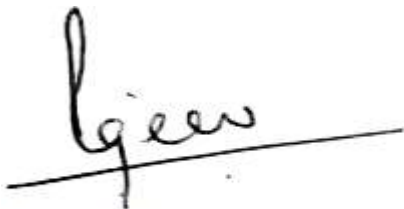
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **1 APRIL, 2021** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:MADUGULA

**ROHIT**

**ANNEXURE I**

<b>Name</b>	<b>MADUGULA ROHIT</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>1 APRIL, 2021</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>180000</b>
<b>HouseRentAllowance</b>	<b>60000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.



**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**IMADUGULA**

**ROHIT**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: MADUGULA ROHIT**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **MADUGULA ROHIT**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: MADUGULA ROHIT**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **MADUGULA**

**ROHIT**d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **MADUGULA ROHIT**

Father/Spouse Name Resume ID-**56349872**

Location:

Date: **E-Signature** Date

13/03/2021

MOGILI BHANU PRAKASH

H.No: 54-23-09, Gandhi Bhawan, Hyderabad- 500001

## **Offer of Employment**

Dear **MOGILI BHANU PRAKASH**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Systems Coordinator** with effect from **07 April, 2021**. You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** MOGILI BHANU PRAKASH

**JOB TITLE:** Business Systems Coordinator

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ 1500 is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.



### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

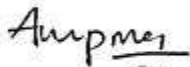
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





Date of Joining: **26 April, 2021**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **MUNRATIWAR MANALI GOPIKISHAN,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**April 11, 2021**

Dear **MUNRATIWAR MANALI GOPIKISHAN,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **26 April, 2021**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I.**

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /-Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.





## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

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MUNRATIWAR MANALI GOPIKISHAN

Date:



Date of Joining: **14 April, 2021**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **NAKKA VIJAYA LAKSHMI,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 11, 2021**

Dear **NAKKA VIJAYA LAKSHMI**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **14 April, 2021**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


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- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
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Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

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NAKKA VIJAYA LAKSHMI

Date: \_\_\_\_\_

09/03/2021

NAYAKANTI SATHVIKA

H.No: 56-8/19, Boduppall ,Hyderabad- 500039

## **Offer of Employment**

Dear NAYAKANTI SATHVIKA

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Information Security Analyst** with effect from **05 April, 2021** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.



## **ANNEXURE-A**

**NAME:** NAYAKANTI SATHVIKA

**JOB TITLE:** Information Security Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ 1500 is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

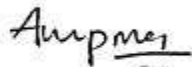
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager







## APPOINTMENT LETTER

**23 FEBRUARY, 2021**

Dear **SANNABOINA RUKMINI**,  
ResumeID-42891764

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs180000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 19 APRIL, 2021 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

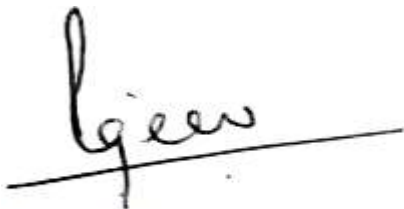
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **19 APRIL, 2021** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

Yours  
faithfully, For Wipro



**Rajeev Menon**  
**Vice President Talent Acquisition**  
**Wipro Limited.**

I accept the terms of this letter.

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:SANNABOINA

**RUKMINI**

**ANNEXURE I**

<b>Name</b>	<b>SANNABOINA RUKMINI</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>19 APRIL, 2021</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>180000</b>
<b>HouseRentAllowance</b>	<b>60000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>



## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**ISANNABOINA**

**RUKMINI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: SANNABOINA RUKMINI**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **SANNABOINA RUKMINI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** SANNABOINA RUKMINI

**Signature:** E-Signature

**Signature Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **SANNABOINA**

**RUKMINI** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **SANNABOINA RUKMINI**  
Father/Spouse Name Resume ID-**42891764**

Location:

Date: **E-Signature** Date



Date of Joining: **13 April, 2021**  
Joining Location: **Hyderabad**  
Designation: **Finance Management**

Dear **SILVERI MADHAVI**,

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 12, 2021**

Dear **SILVERI MADHAVI**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **13 April, 2021**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Finance Management**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**

- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

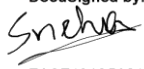
Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:





### **Non-Monetary Benefits**

- F. **Annual Health Checkup:** This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program:** This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy:** This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit:** This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit:** This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

SILVERI MADHAVI

Date: \_\_\_\_\_

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

09-Mar-2021

C7003884



*\*For Accenture use only*

**SINGOORI SAITEJA**  
87-04/8, Gandhinagar, Hyderabad ,500001  
Management Level - 13  
Sublevel - 3

**Job Profile - Digital Content Management New Associate**  
**Job Family Group - Business Process Delivery**  
**Business Deal - Digital Operations**

Dear **SINGOORI SAITEJA**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**SINGOORI SAITEJA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 270000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>18%</b>
Annual Total earning potential (A+B)	Min. <b>INR 48600</b>	Max. <b>INR 318600</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 3600</b>
Notional Insurance Premium paid by Company	<b>INR 12400</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 12,000/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.



**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

10/03/2021

TALARI MOHAN VAMSHI

H.No: 56-8/19, Boduppall ,Hyderabad- 500039

## Offer of Employment

Dear TALARI MOHAN VAMSHI

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Systems Analyst** with effect from **05 April, 2021** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** TALARI MOHAN VAMSHI

**JOB TITLE:** Business Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ 1500 is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you



shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer, you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof.

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

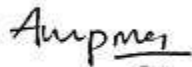
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





## APPOINTMENT LETTER

**10 FEBRUARY, 2021**

Dear **TITIKSHA SHARMA,**  
ResumeID-28569432

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs180000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

#### **4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

#### **5. Term:**

Employment period shall commence on 5 APRIL, 2021 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

#### **6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you



## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

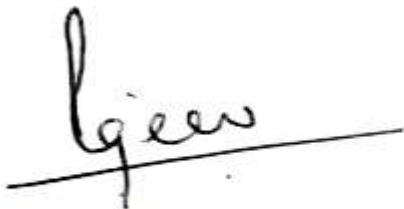
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **5 APRIL, 2021** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:TITIKSHA

**SHARMA**

**ANNEXURE I**

<b>Name</b>	<b>TITIKSHA SHARMA</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>5 APRIL, 2021</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>180000</b>
<b>HouseRentAllowance</b>	<b>60000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**TITIKSHA**

**SHARMA**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ("Wipro") for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: TITIKSHA SHARMA**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **TITIKSHA**

**SHARMA**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: TITIKSHA SHARMA**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **TITIKSHA**

**SHARMA** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

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Signature of candidate: **E-Signature** Signature

Name: **TITIKSHA SHARMA**

Father/Spouse Name Resume ID- **28569432**

Location:

Date: **E-Signature** Date

05/03/2020

A SAI RAMYA

H.No: 09-12/7,Falakuma ,Hyderabad- 500053

## Offer of Employment

Dear A SAI RAMYA

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Intelligence Analyst** with effect from **08 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.



## **ANNEXURE-A**

**NAME:** A SAI RAMYA

**JOB TITLE:** Business Intelligence Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

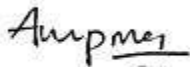
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager







## APPOINTMENT LETTER

**16 MARCH, 2020**

Dear **AGARWAL VAISHNAVI**,  
Resume ID-79431762

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 200,000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 16 MARCH, 2020 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

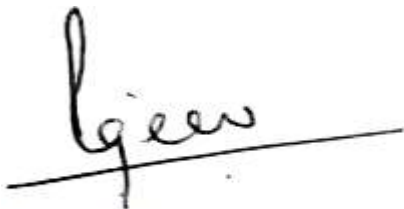
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **23 APRIL, 2020** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:AGARWAL

VAISHNAVI

**ANNEXURE I**

<b>Name</b>	<b>AGARWAL</b>
<b>VAISHNAVI</b>	
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>23 APRIL,2020</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>200000</b>
<b>HouseRentAllowance</b>	<b>40000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>



## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**I AGARWAL**

**VAISHNAVI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: AGARWAL VAISHNAVI**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **AGARWAL**

**VAISHNAVI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: AGARWAL VAISHNAVI**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

Mr/Ms. **AGARWAL**

**VAISHNAVI** Id/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well-being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **AGARWAL VAISHNAVI**

Father/Spouse Name Resume ID- **79431762**

Location:

Date: **E-Signature** Date

**BE YOURSELF,  
MAKE A DIFFERENCE.**



03-Feb-2020

C7003884



*\*For Accenture use only*

**ARE NAVYA**  
**10-07/09, Malakpet Colony, Hyderabad ,500036**  
**Management Level - 13**  
**Sublevel - 3**

**Job Profile - Application Development Associate**  
**Job Family Group - Application Development**

Dear **ARE NAVYA**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**ARE NAVYA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***



As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

03-Feb-2020

C7003884



*\*For Accenture use only*

**AVALA SREEKANTH**  
10-07/10 ,Begumpet , Hyderabad ,500016  
Management Level - 13  
Sublevel - 3

**Job Profile - Application Development Associate**  
**Job Family Group - Application Development**

Dear **AVALA SREEKANTH,**

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**AVALA SREEKANTH**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_



**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

12/03/2020

**B SWETHA**

H.No: 16-09/67,Dhoolpet ,Hyderabad- 500006

## **Offer of Employment**

Dear **B SWETHA**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Financial Analyst** with effect from **06 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** B SWETHA

**JOB TITLE:** Financial Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE



16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

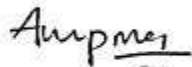
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





Ref No:  
20498730  
02-MAR-2020



GUDUMASU JAYA SAGARIKA

Dear **GUDUMASU JAYA SAGARIKA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **16-mar-2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

## Compensation and Benefits

Name: GUDUMASU JAYA		Designation: TECHNICAL SUPPORT	
Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

**Leave and vacation:**

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

*Category of Leave*

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

**# Provident Fund Wages:**

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

GUDUMASU JAYA SAGARIKA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with



respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****GUDUMASU JAYA****SAGARIKA**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
09-MAR-2020



KATEPALLY NAVYA PRASANNA

Dear **KATEPALLY NAVYA PRASANNA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **23-mar-**

**2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

Name: KATEPALLY NAVYA		Designation: TECHNICAL SUPPORT	
Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
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**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

KATEPALLY NAVYA PRASANNA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be



construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****KATEPALLY NAVYA****PRASANNA**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
11-feb-2020



REPAKA KRISHNAPRIYA

Dear **REPAKA KRISHNAPRIYA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **09-mar-**

**2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

Name: REPAKA KRISHNAPRIYA		Designation: TECHNICAL SUPPORT	
Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

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Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

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**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

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AND

REPAKA KRISHNAPRIYA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

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b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

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### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account



or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****REPAKA KRISHNAPRIYA**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
09-MAR-2020



KATEPALLY NAVYA PRASANNA

Dear **KATEPALLY NAVYA PRASANNA,**

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **23-mar-**

**2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

Name: KATEPALLY NAVYA		Designation: TECHNICAL SUPPORT	
Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

KATEPALLY NAVYA PRASANNA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the



applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

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Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

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## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

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b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

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#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****KATEPALLY NAVYA****PRASANNA**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
20-feb-2020



JANGAM SWETHA

Dear **JANGAM SWETHA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **16-mar-2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

Name: JANGAM SWETHA		Designation: TECHNICAL SUPPORT	
Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April - September and October - March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement - Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

JANGAM SWETHA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**



- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****JANGAM SWETHA**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:**

**Date:**

Ref No:  
20498730  
10-feb-2020



SANDU SAI PRASAD

Dear **SANDU SAI PRASAD**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **09-mar-**

**2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

<b>Name:</b> SANDU SAI PRASAD	<b>Designation:</b> DATABASE ADMINISTRATOR
-------------------------------	--

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
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- Floating medical insurance coverage
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1. Choose from an array of allowance or benefits
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**Note:**

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- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

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AND

SANDU SAI PRASAD, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or



"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****SANDU SAI PRASAD**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
02-MAR-2020



BONDUGULA NARESH GOUD

Dear **BONDUGULA NARESH GOUD**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **16-mar-2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

Name: BONDUGULA NARESH		Designation: TECHNICAL SUPPORT	
Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI



Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

BONDUGULA NARESH GOUD, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

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### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
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- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
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- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
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During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****BONDUGULA NARESH****GOUD**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
17-feb-2020



KUNTA ROHITH

Dear **KUNTA ROHITH**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **09-mar-**

**2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**



### Compensation and Benefits

Name: KUNTA ROHITH		Designation: DATABASE ADMINISTRATOR	
Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

KUNTA ROHITH, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

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You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

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#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****KUNTA ROHITH**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:**

**Date:**



12/03/2020

DHANDI ROHIT

H.No: 10-21-05,Jeedimetla ,Hyderabad- 500015

## **Offer of Employment**

Dear **DHANDI ROHIT**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Financial Analyst** with effect from **06 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** DHANDI ROHIT

**JOB TITLE:** Financial Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.



If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

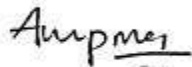
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



**BE YOURSELF,  
MAKE A DIFFERENCE.**



03-Feb-2020

C7003884



*\*For Accenture use only*

**JAGIRI SAIKIRAN**  
14-07/11, Jeedimetla, Hyderabad ,500015  
Management Level - 13  
Sublevel - 3

**Job Profile - Application Development Associate**  
**Job Family Group - Application Development**

Dear **JAGIRI SAIKIRAN**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**JAGIRI SAIKIRAN**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit



#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

26/03/2020

**K VIJAY KUMAR**

**H.No: 12-34-/05,Anantagiri ,Hyderabad- 501201**

## **Offer of Employment**

Dear **K VIJAY KUMAR**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Systems Analyst** with effect from **13 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** K VIJAY KUMAR

**JOB TITLE:** Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.



### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

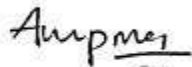
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





Date of Joining: **10 April, 2020**  
Joining Location: **Hyderabad**  
Designation: **Finance Management**

Dear **KANDULA SAHITHI REDDY,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 5, 2020**

Dear **Finance Management**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **10 April, 2020**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.





## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

KANDULA SAHITHI REDDY

Date: \_\_\_\_\_

12/03/2020

**KUNCHAM VARSHA**

H.No: 12-4/09,Balapur ,Hyderabad- 500005

## **Offer of Employment**

Dear **KUNCHAM VARSHA**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Financial Analyst** with effect from **06 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** KUNCHAM VARSHA

**JOB TITLE:** Financial Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you



shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

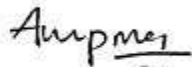
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



26/03/2020

MUDUMALA VIJAYA SAROJINI

H.No: 21-08-43,Ghatksear ,Hyderabad- 501301

## Offer of Employment

Dear MUDUMALA VIJAYA SAROJINI

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Systems Analyst** with effect from **13 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** MUDUMALA VIJAYA SAROJINI

**JOB TITLE:** Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
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- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**



For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

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Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

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You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

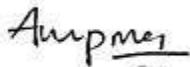
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



Ref No:  
20498730  
10-feb-2020



SANDU SAI PRASAD

Dear **SANDU SAI PRASAD**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **09-mar-**

**2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

<b>Name:</b> SANDU SAI PRASAD	<b>Designation:</b> DATABASE ADMINISTRATOR
-------------------------------	--

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI



Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

SANDU SAI PRASAD, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****SANDU SAI PRASAD**

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
02-MAR-2020



BONDUGULA NARESH GOUD

Dear **BONDUGULA NARESH GOUD**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **16-mar-2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**



### Compensation and Benefits

Name: BONDUGULA NARESH		Designation: TECHNICAL SUPPORT	
Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
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	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
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As an associate you are entitled to the following additional benefits:

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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.

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Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
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**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
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Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

BONDUGULA NARESH GOUD, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## **5. Data Protection**

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****BONDUGULA NARESH****GOUD**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**



Ref No:  
20498730  
17-feb-2020



KUNTA ROHITH

Dear **KUNTA ROHITH**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **09-mar-**

**2020**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

<b>Name:</b> KUNTA ROHITH	<b>Designation:</b> DATABASE ADMINISTRATOR
---------------------------	--

Sl. No.	Description	Monthly	Yearly
1	Basic	11000	132000
2	HRA*	2500	30000
3	Company's contribution of PF #	520.82154	6249.85848
4	Advance Statutory Bonus***	3000	36000
5	Special Allowance*	2875.333	34503.996
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>220000</b>
	<b>Annual Total Compensation</b>		<b>220000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

KUNTA ROHITH, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
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- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
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d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

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Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

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- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
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Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with



respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****KUNTA ROHITH**

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

12/03/2020

DHANDI ROHIT

H.No: 10-21-05,Jeedimetla ,Hyderabad- 500015

## **Offer of Employment**

Dear **DHANDI ROHIT**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Financial Analyst** with effect from **06 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** DHANDI ROHIT

**JOB TITLE:** Financial Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.



- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

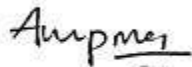
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



**BE YOURSELF,  
MAKE A DIFFERENCE.**



03-Feb-2020

C7003884



*\*For Accenture use only*

**JAGIRI SAIKIRAN**  
14-07/11, Jeedimetla, Hyderabad ,500015  
Management Level - 13  
Sublevel - 3

**Job Profile - Application Development Associate**  
**Job Family Group - Application Development**

Dear **JAGIRI SAIKIRAN**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**JAGIRI SAIKIRAN**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.



**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

26/03/2020

**K VIJAY KUMAR**

**H.No: 12-34-/05,Anantagiri ,Hyderabad- 501201**

## **Offer of Employment**

Dear **K VIJAY KUMAR**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Systems Analyst** with effect from **13 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** K VIJAY KUMAR

**JOB TITLE:** Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**



For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

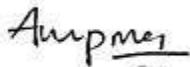
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





Date of Joining: **10 April, 2020**  
 Joining Location: **Hyderabad**  
 Designation: **Finance Management**

Dear **KANDULA SAHITHI REDDY,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

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**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 5, 2020**

Dear **Finance Management**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **10 April, 2020**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**





**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
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KANDULA SAHITHI REDDY

Date: \_\_\_\_\_

12/03/2020

**KUNCHAM VARSHA**

H.No: 12-4/09,Balapur ,Hyderabad- 500005

## **Offer of Employment**

Dear **KUNCHAM VARSHA**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Financial Analyst** with effect from **06 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** KUNCHAM VARSHA

**JOB TITLE:** Financial Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.



### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

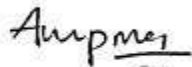
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



26/03/2020

MUDUMALA VIJAYA SAROJINI

H.No: 21-08-43,Ghatksear ,Hyderabad- 501301

## Offer of Employment

Dear MUDUMALA VIJAYA SAROJINI

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Systems Analyst** with effect from **13 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** MUDUMALA VIJAYA SAROJINI

**JOB TITLE:** Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**



## FACTSET ) SEE THE ADVANTAGE

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

### Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift : 09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

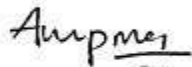
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

12-Mar-2020

C7003884



*\*For Accenture use only*

**NEMAKALLU SAI MOUNIKA**  
11-87/12 ,Jubilee Hills , Hyderabad ,500033  
Management Level - 13  
Sublevel - 3

**Job Profile - Application Development Associate**  
**Job Family Group - Application Development**

Dear **NEMAKALLU SAI MOUNIKA**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master



In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**NEMAKALLU SAI MOUNIKA**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_

**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 375000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>12%</b>
Annual Total earning potential (A+B)	Min. <b>INR 45000</b>	Max. <b>INR 420000</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 4000</b>
Notional Insurance Premium paid by Company	<b>INR 12800</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 13,500/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer"s contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



05/03/2020

NEVOJI AKHILA

H.No: 11-10-7,Erragadda ,Hyderabad- 500008

## Offer of Employment

Dear **NEVOJI AKHILA**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Intelligence Analyst** with effect from **08 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** NEVOJI AKHILA

**JOB TITLE:** Business Intelligence Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.



If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

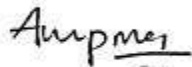
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



05/03/2020

PENTAM SUDHA PRASHANTI

H.No: 17-05/10,Begumpet ,Hyderabad- 500016

## Offer of Employment

Dear PENTAM SUDHA PRASHANTI

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Intelligence Analyst** with effect from **08 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** PENTAM SUDHA PRASHANTI

**JOB TITLE:** Business Intelligence Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you



shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

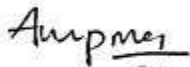
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





## APPOINTMENT LETTER

**4 MARCH, 2020**

Dear **POMMAIAHGARI VAMSHI**,  
Resume ID-**87345267**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 200,000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 4 MARCH, 2020 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you



## **10. Declaration of Nationality**

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## **11. Work Allocation**

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

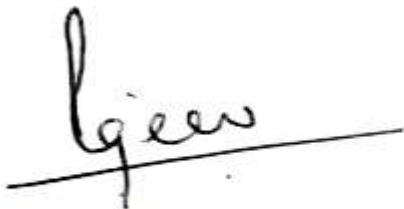
## **12. Government Employment Policy**

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **20 APRIL, 2020** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:POMMAIAHG

**ARI VAMSHI**

**ANNEXURE I**

<b>Name</b>	<b>POMMAIAHGARI</b>
<b>VAMSHI</b>	
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>20 APRIL,2020</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>200000</b>
<b>HouseRentAllowance</b>	<b>40000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**IPOMMAIAHGARI**

**VAMSHI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: POMMAIAHGARI VAMSHI**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **POMMAIAHGARI VAMSHI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: POMMAIAHGARI VAMSHI**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **POMMAIAHGARI**

**VAMSHI** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **POMMAIAHGARI VAMSHI**  
Father/Spouse Name Resume ID- **87345267**

Location:

Date: **E-Signature** Date



Date of Joining: **10 April, 2020**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **ROBBA SAI KIRAN,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited





**EMPLOYMENT OFFER LETTER**

**March 5, 2020**

Dear **ROBBA SAI KIRAN**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **10 April, 2020**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**

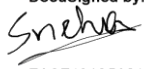
- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup:** This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program:** This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy:** This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit:** This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit:** This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

ROBBA SAI KIRAN

Date: \_\_\_\_\_



## APPOINTMENT LETTER

**16 MARCH, 2020**

Dear **SAVI MANOJ KUMAR PATNI**,  
Resume ID-**38724612**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 200,000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 12 MARCH, 2020 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you



## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

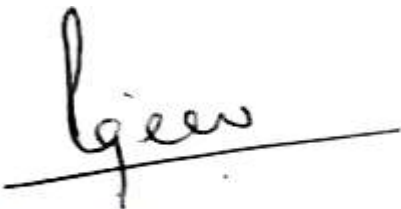
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **20 MARCH, 2020** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:SAVI MANOJ

**KUMAR PATNI**

**ANNEXURE I**

<b>Name</b>	<b>SAVI MANOJ</b>
<b>KUMAR PATNI</b>	
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>20 MARCH,2020</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>200000</b>
<b>HouseRentAllowance</b>	<b>40000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>350000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**ISAVI MANOJ KUMAR**

**PATNI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: SAVI MANOJ KUMAR PATNI**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **SAVI MANOJ KUMAR PATNI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: SAVI MANOJ KUMAR PATNI**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.



26/03/2020

UPPARI SHRAVANI

H.No: 11-14/51,Banjara Hills ,Hyderabad- 500034

## Offer of Employment

Dear UPPARI SHRAVANI

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Systems Analyst** with effect from **13 April, 2020** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.



## **ANNEXURE-A**

**NAME:** UPPARI SHRAVANI

**JOB TITLE:** Systems Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

Standard Shift Schedule:

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

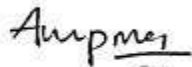
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager







Date of Joining: **14 April, 2020**  
Joining Location: **Hyderabad**  
Designation: **Associate Analyst I**

Dear **UTTKOOR SWETHA,**

A very warm welcome to you!

Berkadia's slogan is 'Be Berkadia', and we live it each day at work. We hope that it resonates with you too, as we set out to achieve our goals - both individually as well as a team-together.

To give you an idea, this is how your first day will progress...

1	Reporting at <b>11:00 AM</b>
2	Verification/Filling/ Submission of Background Verification Form
3	Receipt of Employee Handbook and visitor-cum-bus pass
4	Filling up of master form
5	Lunch break
6	Submission of signed documents
7	Receipt of appointment letter
8	Bank account opening
9	Team introduction

We wish you all the very best.

Regards,

Team HR

**Kindly note:**

- Please dress in business formals
- Please carry this welcome letter on your Date of Joining**
- If you are driving to office on the first day, please ensure you are there by 10:45AM.

The information contained in this message is proprietary and confidential. Copyright © 2015. All rights reserved by Berkadia.

**PRIVATE AND CONFIDENTIAL**

Berkadia Services India Private Limited



**EMPLOYMENT OFFER LETTER**

**March 11, 2020**

Dear **UTTKOOR SWETHA**,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on a full-time basis, with Berkadia India Private Limited ('**Berkadia**' or '**Company**') starting from **14 April, 2020**, (or such other date as may be communicated to you by the Company), as per details given below.

A). Your current designation will be **Associate Analyst I**.

B). You will be required to work at the Company's offices in Hyderabad

C). Your all-inclusive annual target compensation (on a cost to company basis) will be **(INR 4,60,000 /Four Lakhs Sixty Thousand Only)**

which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis. The Company shall deduct tax at source at the time of making payment.

Please note that this offer is made on consideration of your skills, qualifications and salary details contained in the particulars furnished by you in your resume \testimonials\ current-previous employment details etc. the company conducts background verification and in case the furnished particulars are found to be incorrect or if it is found that any material fact related to your skills, qualifications and personal capacities has been concealed by you, the company shall have the right to terminate your appointment without any notice or compensation or this offer remains null and void.

1. Company's contribution to PF is @12% and is calculated on the sum of Basic Salary,
2. The salary\allowance structure is liable for modification from time to time and all payments are subject to appropriate taxation as per the Income tax Laws.
3. As per the company policy, you will be covered under a company provided Medical Insurance.
4. Performance bonus will be payable annually subject to the company's and your performance.
5. The details about your targets will be decided between you and your Team Lead on your joining the company.
6. Meal Allowance vouchers worth Rs.2500 are paid every month for no. of days you work at office.

The breakup of your all-inclusive annual target compensation is provided in Annex-1.

Best Regards,  
For **Berkadia Services Pvt. Ltd.**

A handwritten signature in black ink that reads "Debashish Ghosh".

**Debashish Ghosh**

**Vice President- Human Resources**

**PRIVATE AND CONFIDENTIAL**

**Berkadia Services India Private Limited**



**Annexure – 1**

<b>Salary Structure</b>	
<b>Total CTC</b>	4,60,000
<b>Fixed CTC</b>	3,50,000
<b>Part A Fixed</b>	
<b>Basic Salary</b>	1,33,800
<b>HRA</b>	66,900
<b>Special Allowance</b>	1,27,700
<b>Vehicle and Maintenance</b>	0
<b>LTA</b>	0
<b>Employer PF</b>	21,600
<b>Total Part A</b>	3,50,000
<b>Part B Variable</b>	
<b>Meal Voucher</b>	30,000
<b>Shift Allowance</b>	60,000
<b>Total Part B</b>	90,000
<b>Part C Performance Related Components</b>	
<b>Process Allowance</b>	0
<b>Performance Pay</b>	24,000
<b>Total Part C</b>	20,000
<b>Total Gross Part A, Part B &amp; Part C</b>	4,60,000
<b>Statutory Deductions</b>	
<b>PF Per Annum</b>	21,600
<b>PT Per Annum</b>	2,400
<b>TDS</b>	<b>As Applicable</b>

Internet Allowance Per Annum - Rs-15600/-

You are eligible for an Internet reimbursement of Rs.1300/- Monthly. You will be required to submit all the reimbursement invoices during our annual Investment Proof submission period for tax exemption. If not, this payout would be taxed.



## **Monetary Benefits**


- A. **Performance Pay:** All employees who have joined before the August 31<sup>st</sup> of the review year will be eligible for the Performance Pay. This pay out purely based on the performance of the employees and at the discretion of the Management. This is a variable pay. The pay may vary from INR 0 to the maximum mentioned in the Performance Pay.
- B. **Process Allowance:** This policy is to enhance motivation levels of employees to work in high complex areas/processes. Employees in AA1 & AA2 capacity, Employees in Probation period, Employees who are not on the rolls of the Company during Disbursement are not eligible for Process Allowance (PA). Employees in the capacity of A1, A2, SA1, and SA2 will be eligible for the Process Allowance. PA is paid on Quarterly basis and as below:
- i. Level 4 processes will be paid an allowance of INR 7000 /month
  - ii. Level 3 processes will be paid an allowance of INR 5000 /month
  - iii. Level 2 processes will be paid an allowance of INR 3000 /month
  - iv. Please follow the Process Allowance Policy for further guidelines
- C. **Shift allowance Benefit:** This benefit is applicable for all employees working in Split, Night & Sunrise shifts. This is provided to boost the morale of the employees to work in Split, Night & Sunrise shifts. This is paid based on the no. of days the employees worked in the Split, Night & Sunrise shifts. (No. of days worked in Shift \* Allowance per month/No. of days in the month).
- D. **Meal Voucher:** Meal Vouchers enable employers to benefit employees by providing Meal benefits uniformly. The company provides you with Sodexo Vouchers to the value of INR.2500 per month. This is in accordance with your Attendance. Employees on LOP and Maternity Leave will not be eligible for the benefit.
- E. **Over Time:** All employees are expected to work such hours as may reasonably be expected in the requirements of their position. Overtime is payable to employees without people management duties for additional hours worked in excess of 40 hours per week as per statutory rule.

Over and above the monetary benefits, company provides other allowances\benefits. The list is as follows:



### **Non-Monetary Benefits**

- F. **Annual Health Checkup**: This benefit is applicable to all employees after completion of one year at Berkadia. Under this policy employee is entitled to get a voucher maximum of INR1500/- for health screening tests at ITMR, Lucid Diagnostic Center. Employees can avail this benefit once in a year only.
- G. **Corporate Eye Screening Program**: This benefit is applicable to all employees after completion of probation period. The Company's Corporate Eye Screening Program (CESP) is designed to assist employees in taking care of their eyes and eyesight. Employees will benefit from an eyesight test free of charge on an annual basis and the company will contribute INR 4,000 once in two years towards the cost of spectacles (frames + hard multi coated lenses) where the Optician recommends spectacles or corrective lenses for VDU use only. The Company will not contribute towards the cost of spectacles where they are required for general use.
- H. **Mediclaim Policy**: This benefit is applicable for all the employees of Berkadia India Services. The sum insured is INR 500000. Coverage includes employee, spouse, children and parents from first day of employment.
- I. **Life Insurance Benefit**: This benefit is applicable for all the employees of Berkadia India Services. The compensation payable to the nominees of the deceased employee is three times of fixed CTC.
- J. **Personal Accident Policy Benefit**: This policy covers permanent total disablement, permanent partial disablement, temporary total disablement and loss of wages due to or arising out of accident. The compensation is 3 times of CTC in case of permanent disablement. The loss of wages will be paid on 1/4th of monthly wages per week basis. Accidental medical expenses can be covered up to INR 25000/-.

DocuSigned by:  
  
EACE194C5A214C0...

UTTKOOR SWETHA

Date: \_\_\_\_\_

Ref No:  
20498730  
11-mar-2019



MERIGA CHANDRIKA

Dear **MERIGA CHANDRIKA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **18-mar-**

**2019**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

Name: MERIGA CHANDRIKA		Designation: Management consulting	
Sl. No.	Description	Monthly	Yearly
1	Basic	16000	208000
2	HRA*	3000	36000
3	Company's contribution of PF #	500	6000
4	Advance Statutory Bonus***	3000	52000
5	Special Allowance*	1500	18000
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>320000</b>
	<b>Annual Total Compensation</b>		<b>320000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI



Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

MERIGA CHANDRIKA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****MERIGA CHANDRIKA**

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
25-mar-2019



DASARI VARA SHANTHI JYOTHI

Dear **DASARI VARA SHANTHI JYOTHI,**

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **08-apr-**

**2019**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**



### Compensation and Benefits

Name: DASARI VARA SHANTHI

Designation: Product Management

Sl. No.	Description	Monthly	Yearly
1	Basic	16000	208000
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4	Advance Statutory Bonus***	3000	52000
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6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>320000</b>
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	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

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#### Category of Leave

- Earned Leave – 18 days
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Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "House Rent Allowance," will be considered. This does not include payments made through "Special Payout."

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**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

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**\* Flexible Benefit Plan:**

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1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

DASARI VARA SHANTHI JYOTHI, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****DASARI VARA SHANTHI****JYOTHI**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**



Ref No:  
20498730  
11-mar-2019



MERIGA CHANDRIKA

Dear **MERIGA CHANDRIKA**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **18-mar-**

**2019**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,



Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

Name: MERIGA CHANDRIKA		Designation: Management consulting	
Sl. No.	Description	Monthly	Yearly
1	Basic	16000	208000
2	HRA*	3000	36000
3	Company's contribution of PF #	500	6000
4	Advance Statutory Bonus***	3000	52000
5	Special Allowance*	1500	18000
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>320000</b>
	<b>Annual Total Compensation</b>		<b>320000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

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AND

MERIGA CHANDRIKA, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

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b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

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- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
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- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

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- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with



respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****MERIGA CHANDRIKA**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:**

**Date:**

Ref No:  
20498730  
25-mar-2019



A VENKATESH NAYAK

Dear **A VENKATESH NAYAK**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **08-apr-2019**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** A VENKATESH NAYAK **Designation:** Product Management

Sl. No.	Description	Monthly	Yearly
1	Basic	16000	208000
2	HRA*	3000	36000
3	Company's contribution of PF #	500	6000
4	Advance Statutory Bonus***	3000	52000
5	Special Allowance*	1500	18000
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>320000</b>
	<b>Annual Total Compensation</b>		<b>320000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

A VENKATESH NAYAK, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account

or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

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In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

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b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
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- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
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- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

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#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****A VENKATESH NAYAK**

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

Ref No:  
20498730  
05-feb-2019



B AKSHAY

Dear **B AKSHAY**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **04-mar-2019**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

<b>Name:</b> B AKSHAY	<b>Designation:</b> Bussiness System Analyst
-----------------------	--

Sl. No.	Description	Monthly	Yearly
1	Basic	16000	208000
2	HRA*	3000	36000
3	Company's contribution of PF #	500	6000
4	Advance Statutory Bonus***	3000	52000
5	Special Allowance*	1500	18000
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>320000</b>
	<b>Annual Total Compensation</b>		<b>320000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

B AKSHAY, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account



or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****B AKSHAY**

Shibu Balakrishnan

**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**

07/03/2019

HADPAD RAMESH

H.No: 09-17/10, Cyberabad ,Hyderabad- 500081

## **Offer of Employment**

Dear HADPAD RAMESH

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Intelligence Analyst** with effect from **08 April, 2019** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** HADPAD RAMESH

**JOB TITLE:** Business Intelligence Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

**Standard Shift Schedule:**

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.



### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

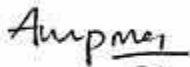
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





18 April, 2019

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

MOHAMMED JUVERIA SULTANA

We are pleased to offer you the position of Product Management – Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) May 13, 2019 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.





- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
  
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.
  
- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.

26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

.....

PRINTED NAME

.....

DATE OF JOINING

.....

DATE

.....

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

.....

PRINTED NAME

.....

DATE

.....



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ANNEXURE A

DATE	18 April, 2019		
NAME	MOHAMMED JUVERIA SULTANA	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		270000	
2. Annual Flexible Benefit Plan (FBP)		85000	
<b>Annual Reference Salary</b>		270000	

3. Retirals	
a) Provident Fund (PF)	21800
b) Gratuity @ 4.8%	9000
Annual Reference Salary + Retirals	300800
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*





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ANNEXURE B – NON-DISCLOSURE AGREEMENT

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.



I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



9 May, 2019

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

NALLAPALLI PRIYANKA

We are pleased to offer you the position of Management consulting– Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) 27 May, 2019 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.

- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.

- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.





14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

.....

PRINTED NAME

.....

DATE OF JOINING

.....

DATE

.....

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

.....

PRINTED NAME

.....

DATE

.....



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ANNEXURE A

DATE	18 April, 2019		
NAME	NALLAPALLI PRIYANKA	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		270000	
2. Annual Flexible Benefit Plan (FBP)		85000	
<b>Annual Reference Salary</b>		270000	

3. Retirals	
a) Provident Fund (PF)	21800
b) Gratuity @ 4.8%	9000
Annual Reference Salary + Retirals	300800
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) In case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) In case of any injury resulting in Death or permanent total disability.
- c) In case of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*



**IBM CONFIDENTIAL**

ANNEXURE B – NON-DISCLOSURE AGREEMENT

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.





I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.



I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



9 May, 2019

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

NALLAPALLI PRIYANKA

We are pleased to offer you the position of Management consulting– Finance and Administration Delivery, in band 3 at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) 27 May, 2019 and your initial posting will be at Hyderabad. The onboarding venue will be Hyderabad. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Please read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document.

You are required to confirm your acceptance of the employment contract at least 5 days before the DOJ.

Should you require a change in the DOJ, the same should be communicated to the recruiter at least 5 days prior to the above-mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 9:00 am to 11th floor, B6 Building, Survey No 66/1 Raidurga Village Serilingampalli Mandal, Divyashree Orion Campus, SEZ Campus, Ranga Reddy, Hyderabad, Telangana – 500032. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com).

Please ensure to bring the following to the onboarding venue on your DOJ. Failure to produce these, as applicable, at the time of onboarding may result in the onboarding being cancelled.

1. One copy of this letter duly signed and dated by you.
2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)



4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.

7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.

8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.

9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.

10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.

2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.



3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.

5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.

6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.

7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.

8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.

9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.

10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:

- You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.



- The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.

- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.

- The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

11. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

12. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

13. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence. Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.



14. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.

15. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof.

16. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

17. Your individual remuneration is detailed in **Annexure A**. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit.

18. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

19. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

20. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.

21. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

22. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

23. Information pertaining to IBM operations and intellectual property is confidential as detailed in **Annexure B**. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

24. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.





25. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.
26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

.....

PRINTED NAME

.....

DATE OF JOINING

.....

DATE

.....

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

.....

PRINTED NAME

.....

DATE

.....



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ANNEXURE A

DATE	18 April, 2019		
NAME	NALLAPALLI PRIYANKA	BAND	3
DESIGNATION	Process Associate – Finance and Administration Delivery	LOCATION	Hyderabad
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		270000	
2. Annual Flexible Benefit Plan (FBP)		85000	
<b>Annual Reference Salary</b>		270000	

3. Retirals	
a) Provident Fund (PF)	21800
b) Gratuity @ 4.8%	9000
Annual Reference Salary + Retirals	300800
4. Performance Linked Variable Pay	0 to 27600
<b>5. Annual Potential Compensation</b>	<b>Annual Reference Salary + Retirals + Performance Linked Variable Pay</b>

\*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP is a basket of benefits that employees may avail for tax exemptions as per prevailing tax laws. Subject to availability of funds within FBP kitty, FBP will be split into Standard FBP (HRA, LTA and Conveyance allowance), and Optional FBP which will have components such as Meal Card, NPS. More details on the FBP policy will be available in the policy document once you join IBM.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*

**OTHER BENEFITS:**



a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*



**IBM CONFIDENTIAL**

ANNEXURE B – NON-DISCLOSURE AGREEMENT

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.





I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



## **APPOINTMENT LETTER**

**2 MARCH, 2019**

Dear **KAREELA SUSHMITHA**,  
Resume ID-**27608618**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 2 MARCH, 2019 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## 8. NONCOMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## 9. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## Other Provisions

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

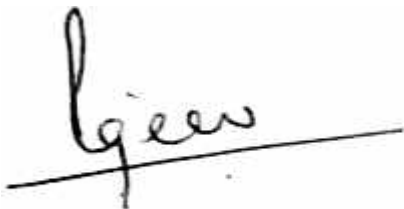
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **11 APRIL, 2019** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:KAREELA

SUSHMITHA



**ANNEXURE I**

<b>Name</b>	<b>KAREELA</b>
<b>SUSHMITHA</b>	
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>11 APRIL, 2019</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>HouseRentAllowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>250000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**IKAREELA**

**SUSHMITHA**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: KAREELA SUSHMITHA**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **KAREELA**

**SUSHMITHA**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: KAREELA SUSHMITHA**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **KAREELA**

**SUSHMITHA** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **KAREELA SUSHMITHA**

Father/Spouse Name Resume ID-**27608618**

Location:

Date: **E-Signature** Date

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

05-Feb-2019

C7003884



*\*For Accenture use only*

**KODIPAKA SAHAS GOUD**  
13-09/9 , Madhapur, Hyderabad ,500081  
Management Level - 13  
Sublevel - 3

**Job Profile - Digital Content Management New Associate**  
**Job Family Group - Business Process Delivery**  
**Business Deal - Digital Operations**

Dear **KODIPAKA SAHAS GOUD**,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Hyderabad**, India as per the below terms and conditions:

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' (Annexure 2) effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this offer.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet, to Accenture upon joining Accenture but no later than within 6 months of the result being declared by your institute. Failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Signed By: Jal Rumi Master

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 'Documentation'.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) 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. The Company at its sole discretion (including but not limited to unforeseen circumstances like a pandemic or natural calamities) may extend or defer the start date of your joining, for which deferment you will be duly informed. Your joining date and employment with the Company will then start from such deferred/extended date.

Your annual total cash compensation will be **INR 249400** and will be structured as per the attached Annexure 1 'Compensation Details'. This will continue to be applicable until further communication on the same. All payments to you will be subject to deduction of tax at source as per the prevailing laws and necessary deduction of statutory amounts payable in your case. The terms of employment, accompanying annexures, schedules to this letter, together constitutes the terms of offer being made to you.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration and in the employee application form (EAF) is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information & documentation provided by you at the registration stage. You understand and acknowledge that this offer & your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You may also be during your course of employment required by the company to provide documentation and information from time to time, you shall provide the same within the timelines prescribed by the company. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**KODIPAKA SAHAS GOUD**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **vinitha.jasmin** at **9791445547** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us.  
Yours sincerely,



Jal  
Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
[Insert full legal name]  
Date:

Candidate's signature \_\_\_\_\_



**ANNEXURE 1**

Your compensation is as mentioned below:

<b>Total Cash Compensation</b>		
	Annual(INR)	
(A) Annual Fixed Compensation*	<b>INR 270000</b>	
(B) Variable Bonus earning potential	Min.	Max.
	<b>0%</b>	<b>18%</b>
Annual Total earning potential (A+B)	Min. <b>INR 48600</b>	Max. <b>INR 318600</b>

<b>(C)#Additional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	<b>INR 3600</b>
Notional Insurance Premium paid by Company	<b>INR 12400</b>

<b>(D)##Additional Discretionary WFH Benefits/Reimbursements</b>	
One-time WFH Assistance reimbursement	<b>INR 20,000/-</b>
Annual Internet reimbursement	<b>INR 12,000/- (capped at INR 1,000/- per month)</b>

<b>(E)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares <b>at 15% discount on the fair market value</b>	<b>INR 3200 (discount opportunity with an optional investment of 10% of gross pay and no change in share price)</b>

\*\*Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

-Annual fixed compensation of **INR 215000/-**; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0% to 16%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

**Note: For International Worker Only\***

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

If you are currently eligible to receive Statutory Bonus, such amounts will be calculated on an annual figure and paid (as per prevailing law) to you on a monthly basis every year. Please note that your variable pay/variable bonus is inclusive of the Statutory Bonus amounts if payable to you. Such Statutory Bonus will be accordingly adjusted against variable pay. Excess variable pay, if any, post adjustment of Statutory Bonus will be paid as per Company evaluation process applicable to your management level as per company payroll cycle.

**Benefits applicable for current Company financial year:**

**In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:**

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 705,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR **5,00,000** under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(C) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit

#(C) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at any time at company's discretion

##(D) Reimbursements would be approved as per the policies' terms & conditions. Kindly refer to those before initiating a purchase. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

- Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

**GST Clause:**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

**General Tax:**

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

**ANNEXURE 3**

**DECLARATION**

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_

[Insert full legal name]

Date:

## **ANNEXURE 4**

### **REQUIRED DOCUMENTATION**

1. Two passport size copies of your recent photograph
2. Copy of highest education certificates
3. Copy of any mark sheets (Last semester mandatory)
4. Relieving Letters from previous employer
5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
7. Copy of Aadhaar Card - We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

04/03/2019

MOLLA PRASHANTH

H.No: 19-17/05, Gandhi Nagar ,Hyderabad- 500080

## **Offer of Employment**

Dear **MOLLA PRASHANTH**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Intelligence Analyst** with effect from **22 April, 2019** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** MOLLA PRASHANTH

**JOB TITLE:** Business Intelligence Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE



16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

**Standard Shift Schedule:**

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

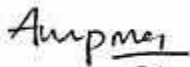
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





07/03/2019

PAKA SURAJ

H.No: 07-12/8,Himayathnagar ,Hyderabad- 500029

## **Offer of Employment**

Dear **PAKA SURAJ**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Analyst** with effect from **08 April, 2019** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** PAKA SURAJ

**JOB TITLE:** Business Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

**Standard Shift Schedule:**

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

## **ANNEXURE-B**

### **1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

### **2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you

shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.



If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

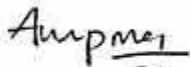
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager



04/03/2019

SHAIK YASIN

H.No: 19-17/05, Gandhi Nagar ,Hyderabad- 500080

## **Offer of Employment**

Dear **SHAIK YASIN**

Congratulations!

We are pleased to confirm our offer of employment to you in our organization as **Business Intelligence Analyst** with effect from **15 April, 2019** . You will be based in our **India, Hyderabad, DVS, SEZ-1 – Orion B4; FL 7,8,9,11 (Hyderabad - Divyasree 3)** office. We extend this offer and the opportunity with great confidence in your abilities based upon your credentials and the information shared during your interview. We feel that you will be able to make an outstanding contribution to our organization.

Your annual Cost to the Company is INR **3,20,000** and will be subject to statutory and other deductions as per employer policies and practices.

The details of your compensation breakdown are provided in the **Annexure A**.

Your compensation details are confidential and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

Your employment with us will be governed by the Terms & Conditions as detailed in **Annexure B**.

Please provide your response indicating your acceptance of our offer as per the terms and conditions mentioned in the Annexure-B within 2 working days of receipt of this letter, after which period this offer shall lapse automatically.

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 market leaders. We assure you of our support for your professional development and growth.

## **ANNEXURE-A**

**NAME:** SHAIK YASIN

**JOB TITLE:** Business Intelligence Analyst

**DEPARTMENT:** Content Operations India - GPD - Prices

### **MONTHLY AMOUNTS**

8458 BASIC SALARY

#### **ALLOWANCES:**

3383 HOUSE RENT ALLOWANCE

10925 SPECIAL ALLOWANCE

1400 STATUTORY BONUS

**24,167 TOTAL FIXED BASE SALARY**

#### **BENEFITS:**

1800 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

1991 MEDICAL INSURANCE

407 GRATUITY

**28,365 TOTAL COST TO THE COMPANY**

### **YEARLY AMOUNTS**

101500 BASIC SALARY

#### **ALLOWANCES:**

40600 HOUSE RENT ALLOWANCE

131100 SPECIAL ALLOWANCE

16800 STATUTORY BONUS

**2,90,000 TOTAL FIXED BASE SALARY**

**BENEFITS:**

11600 EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND

13895 MEDICAL INSURANCE

4505 GRATUITY

**3,20,000 TOTAL COST TO THE COMPANY**

1. 12% of basic will be deducted from the monthly salary as a contribution towards provident fund plan. This is in addition to the 12% basic contributed by the organization. On leaving the company, you can either withdraw or transfer the balance in your PF account as per the applicable PF act.
2. You will be enrolled in the Group Medical insurance scheme for a coverage of **3,00,000** applicable as per the eligibility and your grade in the organization. You can nominate 5 dependants in addition to yourself to be covered under the policy. Employees who are eligible for the ESI benefit as per the government rule will be covered under ESI medical scheme.
3. You will also be covered under Round-the-clock Personal Accident Insurance for **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
4. You will be also eligible for Term Life Insurance coverage up to **8,70,000**. The coverage is for self and premium towards the same will be paid by the firm on your behalf.
5. You are eligible for Gratuity, which is payable after 5 years of continuous service with the Company.
6. All employee tax liabilities arising out of the above compensation shall be borne by you. Tax at source will be deducted as per the Income Tax act.
7. For purpose of contribution to Provident Fund, Gratuity, Superannuation Fund, encashment of leave etc., computations will be on basic pay.

**FACTSET BENEFITS:**

- FactSet provides Flexi Benefit Plan which makes the compensation structure more tax friendly. Employees may choose to modify or restructure the 'special allowance' component as per the flexi-benefit plan to avail the tax benefits. These are governed as per the eligibility, grade and salary band.
- Transport facility to all the employees up to 40 KMS distance from office who adhere to the standard shift schedules. Point pick up and point drop for all day shift employees and home pick up and home drop facility for employees working in the night shifts. However due to safety reasons transport facility is not provided to employees living in certain specific areas within 40 KMS distance. Organization takes reasonable safety precautions to ensure safety of its employees and employees are expected to follow the guidelines mentioned in the transport policy. You acknowledge that you are solely responsible for your safety in case of violation of these guidelines. More information regarding the eligibility for this benefit will be communicated to you by the recruiting team in detail during verbal offer discussion.

**Standard Shift Schedule:**

First Shift : 06:30 AM – 03:30 PM

General Shift :09:30 AM – 06:30 PM

Second Shift : 04:00 PM – 1:00 AM

Third Shift : 01:00 AM – 09:00 AM

Transport facility will not be provided to the employees who do not adhere to the above shift timings

- Mobile / Blackberry based on the level in the Company, requirement and eligibility.
- Bi-Annual Team Outing
- Subsidized lunch / dinner during the working hours.
- Snacks & beverages will be made available in the cafeteria.
- A gift voucher of ₹ **1500** is given to any employee who gets married during their tenure at FactSet.
- Small gifts / token of remembrance is handed out to employee on their special occasions such as Birthdays, New Born child (Born with a silver spoon), anniversaries etc.
- Employees can also participate in the referral program and be eligible for the referral bonus as guided by the referral policy which will be communicated to all the employees by the FactSet Recruiting team.

**ANNEXURE-B**

**1. Information given or Background verification:**

The commencement or continuation of your employment with the Company is contingent on the results of a background check which includes, but not limited to reference checks and verification of academics. Please provide us with academic credentials & professional reference within 2 weeks of joining the organization, failing which the company can take punitive actions, including and up to termination of employment. FactSet retains the right to terminate any employee who has indulged in or has legal proceedings for misrepresentation or crimes. By accepting this offer you are accepting FactSet's policy on background verification.

**2. Probationary period:**

For the first **6 months** from the actual date of appointment you will be deemed to be on probation and during this period either party may terminate this agreement by giving **15 days'** notice in writing or salary in lieu thereof. On completion of the said 6 months, you will be advised by your manager in writing if your performance does not meet company's standards and you will be advised on further action. In case of no such notice received for 2 weeks after confirmation due date, your probation will be deemed to have been successfully completed.

### **3. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant information / details. You would also let us know the name and address of your legal heir / nominee and an emergency contact.

#### **a. Privacy:**

In respect of the personal information collected during the joining process, you hereby consent to (a) the use and processing thereof by the organization and its authorized third parties for a number of purposes connected with the management of our personnel; and (b) the sharing of the personal information with other members of the FactSet group (including in countries in the United States of America and the Philippines), as well as to third parties or vendors, for the same purpose. You may refer to the organization's privacy policy for more details.

### **4. Nature of Work:**

Your nature of work mainly includes all the aspects of the duties and responsibilities mentioned in your job description as well as any other ad-hoc duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your immediate manager from time to time.

### **5. Working Hours / Shift Hours:**

The normal working hours of the Company are from **9:30 AM- 6:30 PM** from **Monday to Friday** including lunch break and tea breaks. As the Company works **24 / 5** and depending on organizational requirement or project contingencies, working hours and days for specific employees or groups of employees or all employee may be modified / altered from time to time which will be communicated to you by your Manager. Further, you should be prepared to work on any shift, as may be warranted by the Company's work requirements.

### **6. Salary Payment:**

Regular Employees in India are paid their monthly salary through bank transfer on the last working day of the month for which employees must open a bank account in the Company's corporate bank. You are requested to note that processing of monthly pay will be subject to submission of Permanent Account Number (PAN) details to the Company. In case you do not have a PAN, please initiate the application process for the same immediately and carry the acknowledgment as issued by the Income Tax authorities with you while coming for joining. A copy of the acknowledgement would need to be submitted by you for our records.

### **7. Dual Employment:**

You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not. Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination / resignation by you of your services without the required notice having been given. However, if you want to associate yourself with a charitable non-profitable organization during non-business hours or days, you will have to disclose the details with your direct manager & Human Resources Department, allowing your participation at the disclosed charitable non-profitable organization.

### **8. Leave / Holidays:**

You are entitled to **12 Casual / Sick leaves** and **15 Privileged / paid leaves every year**. The leaves will be credited to your leave balance **@ 1 Casual and 1.25 Privileged leaves per month**. The eligibility for the paid leaves will be on completion of 6 months. You are also eligible for **10 paid Holidays** every year including the government mandated holidays. Well-deserved time to celebrate 2 days for **moments that matters** and **2 Wellness days** to enhance your work-life balance. Company encourages to follow assigned work schedules and promotes discipline on work timings

### **9. Overtime Payment / allowances:**

Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for compensatory off or overtime allowance as detailed in the Policy. This allowance will be paid through monthly payroll and shall be subject to deduction of Income Tax at source.

### **10. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the Company's expense.

### **11. Performance Reviews / Appraisal:**

The Company also has a policy of yearly performance appraisal. You may be eligible for a salary appraisal under this policy based on your individual ratings as well as the performance of the team and the performance of the company for the fiscal year. Performance reviews take place in the month of September and the revised salaries will get affected in the month of October.

### **12. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process / method likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use / utilize such improvement and you



shall assign all rights thereof to the Company for the purpose of seeking any patent rights or for any other purpose. The Company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of your association with the Company including but not limited to the creative concept that you may develop during your association with the Company.

**13. Secrecy / Confidentiality:**

You will not during the course of your employment with the Company or at any time there after divulge or disclose any confidential information to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the Company, of any information or knowledge obtained by you during your employment as to the business or affairs of the Company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**14. Restrain:**

**a. Access to Information:**

Information is available on need to know basis for specific groups. Access to this information is authorized through privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the Company.

**b. Restriction on Personal Use:**

Use of Company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the Company for any personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of Company information for personal benefit will result in immediate termination of employment without notice and / or legal action for misdemeanor as deemed fit by the Company. You shall be liable to reimburse the Company for any losses incurred due to misuse of Company data.

**15. Security:**

Security is an important aspect of our communication and office infrastructure. Security of the Company resources is maintained by controlling physical access to computer system, by disabling all the work stations, usb drives and other measures. Please refer the Security policy for more details on IP protection.

**16. Termination of Service:**

- Employment with the Company will stand terminated at the end of the month in which you attain the age of superannuation (58 Years). Termination of employment may also be initiated earlier by either party by serving prior written notice to the other, as per the notice period stipulated in this offer.

- In the event of termination of services by either party, the applicable notice period will be **60 days** for all the employees. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary with applicable taxes in lieu of the un-served notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period subject to the employment history / terms applicable as per the Company's exit policy.
- 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 General Terms and Conditions of Employment in force at that point of time, subject to the satisfactory handing over of your duties, responsibilities., Company documents, Company assets, etc. to the relevant parties. The details of this policy are available on our HR website.
- Unauthorized absence or absence without permission from duty for a continuous period of **7 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 or notice pay.
- You will be governed by the laid down code of conduct of the Company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the Company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

#### **17. Changes to the Employment Terms & Conditions:**

From time to time the Company reserves the right to make necessary changes or modifications to any of the terms and conditions of employment, policies due to its dynamic work environment. By accepting this offer , you hereby acknowledge and accept to comply with company rules, regulations and policies in existence together with any changes or modifications made thereof .

#### **18. Company Polices:**

You acknowledge that the Company operates in a dynamic environment which may, from time to time, require the Company to make changes to its policies.

You also agree that the Company, at its discretion, may accordingly revise, modify, add, delete or replace any of its current policies and that you agree to be bound by all such changes.

#### **19. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment / job independently. 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 standard 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 therein.

The above terms and conditions are based on the Company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters you will be governed by the rules of the Company as shall be in force from time to time.

If you have any queries / clarifications regarding your offer or joining please contact your Recruiter. **We welcome you to our FactSet family and wish you a long and successful career with us.**

**DOCUMENTS TO BE SUBMITTED ON THE DAY OF JOINING:**

You will be required to submit to our HR Department, a certain set of documents, etc. (as per the below checklist), at the time of reporting for duties and hence you are advised to come prepared accordingly, without fail. Please note that the Company reserves the right not to accept you into the rolls or after such acceptance, to discharge you from the rolls, in case you do not fulfill the requirements as specified in the checklist, particularly submission of documents in proof of your qualifications, experience etc.

**1. Copy of the Educational certificates.**

- a. 10th Standard Marks Memos / Pass certificate.
- b. Intermediate Marks Memos / Pass certificate.
- c. Graduation Marks Memos / Pass Certificate.
- d. Post-Graduation Marks Memos / Pass certificate
- e. Certificates of other Qualifications if any.

**2. Copy of Service certificates / Relieving letters from the previous employers.**

**3. 3 most recent Pay slips.**

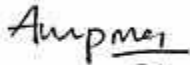
**4. Copy of PAN and Aadhaar card.**

**5. Residential proof (Telephone / Electricity / License / Passport copy).**

**6. Form-16 / Form-12B from the last previous employer.**

**7. 4 Passport Sized Photographs.**

Sincerely,



Anupma Ranjan  
Senior Talent Acquisition Manager





## APPOINTMENT LETTER

**14 MARCH, 2019**

Dear **SHEREEN BANU**,  
Resume ID-**47236982**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 14 MARCH, 2019 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you



## **10. Declaration of Nationality**

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## **11. Work Allocation**

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

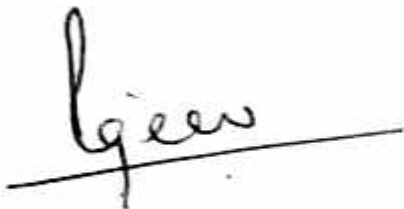
## **12. Government Employment Policy**

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **8 APRIL, 2019** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name: SHEREEN

BANU

**ANNEXURE I**

<b>Name</b>	<b>SHEREEN BANU</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>8 APRIL, 2019</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>HouseRentAllowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>250000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**ISHEREEN**

**BANU**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: SHEREEN BANU**

**Signature: E-Signature Signature**

## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **SHEREEN**

**BANU**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name:** SHEREEN BANU

**Signature:** E-Signature

**Signature Place:** IN-TG-Hyderabad

**Date:** E-Signature Date

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms. **SHEREEN**

**BANU** d/o.

\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** Signature

Name: **SHEREEN BANU**

Father/Spouse Name Resume ID-**47236982**

Location:

Date: **E-Signature** Date



## APPOINTMENT LETTER

**4 MARCH, 2019**

Dear **SRI AKHILESH RAI**,  
Resume ID-**47236982**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of an **Associate** on the following terms:

### **1. Place of Employment and Timing:**

1. Your initial place of work will be at **IN-TG-Hyderabad**. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

### **2. Compensation and Benefits:**

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs90000**. Other allowances/reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

### **3. Reimbursement of Expenses:**

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.



**4. Leaves:**

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

**5. Term:**

Employment period shall commence on 4 MARCH, 2019 and You will join as a confirmed employee.

1. Your employment with the Company shall be terminable, without reasons, by either party giving two-months notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation.

**6. Retirement:**

You will automatically retire on attaining the age of 58 years.

## 7. Confidentiality:

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

## **8. NONCOMPETE**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to information of key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. Whilst employed by the company, you:**

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor or others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties.

## **Other Provisions**

1. **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

## 10. Declaration of Nationality

You are required to declare your nationality to your recruiter immediately as non-Indian passport/OCI/POI holders are governed by different guidelines as per the Employees' Provident Fund Organization. The Provident fund computation differs for employees holding a non-Indian passport. In absence of any declaration, nationality will be deemed as Indian. Any discrepancy highlighted in nationality post joining and requiring change in provident fund computation will be considered for modification prospectively. Wipro will not be responsible for retrospective liability. Kindly update and validate your nationality in The DOT post your onboarding.

## 11. Work Allocation

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments at any of the Wipro or Wipro's client locations based on project/assignment's requirement as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

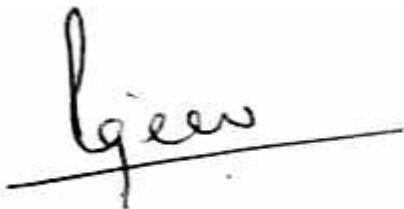
## 12. Government Employment Policy

If you were engaged and worked in capacity of a Government employee, you are required to comply by the cooling off period clause of 12 months from the date of retirement prior to accepting offer from a private Sector/Commercial offer and you shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any government Organization/ Entity/ Department or Individual, which are or shall be in conflict with the interests of Wipro during your employment with Wipro.

It is understood that your date of joining **Wipro Limited**, will not be later than **1 APRIL, 2019** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

**Yours  
faithfully, For Wipro**



**Rajeev Menon  
Vice President Talent Acquisition  
Wipro Limited.**

**I accept the terms of this letter.**

**Signature:** E-SignatureSignature

**Date:** E-Signature

**Date**Name:SRI AKHILESH

**RAI**

**ANNEXURE I**

<b>Name</b>	<b>SRI AKHILESH RAI</b>
<b>Designation</b>	<b>Associate</b>
<b>DateOfJoining</b>	<b>1 APRIL, 2019</b>
<b>Level</b>	<b>AA</b>
<b>Basic</b>	<b>90000</b>
<b>HouseRentAllowance</b>	<b>50000</b>
<b>Bonus</b>	<b>26800</b>
<b>WBP</b>	<b>49327</b>
<b>PF</b>	<b>19301</b>
<b>Gratuity</b>	<b>8848</b>
<b>ESI</b>	<b>5724</b>
<b>Target CostToCompany(INR perAnnum)</b>	<b>250000</b>

## ANNEXURE

### II CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

**ANNEXURE III**  
**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY**  
**ACT 2000**

**ISRI AKHILESH**

**RAI**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

**Name: SRI AKHILESH RAI**

**Signature: E-Signature Signature**



## ANNEXURE IV

### CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy workforce. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **SRI AKHILESH RAI**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

**Name: SRI AKHILESH RAI**

**Signature: E-Signature**

**Signature Place: IN-TG-Hyderabad**

**Date: E-Signature Date**

For More details on the above-mentioned policies are available on My Policies Section in The DOT, which is accessible on joining.

## Consent Form-Acknowledgement

Please read through the consent letter and submit your acknowledgement.

As a content moderator, your work would involve understanding clients specific policies and guidelines, accordingly making decisions. As part of your work, you may be required to view and work upon content which might be disturbing in nature. You are requested to provide your consent by filling the details below.

### Letter of Consent

IMr/Ms.**SRI** **AKHILESH** **RAI**Id/o.  
\_\_\_\_\_ have been offered by Wipro to work in Content Moderation process. I have no objection in working/viewing content, which might be disturbing in nature and will not compromise in honoring my roles and responsibilities. I understand the criticality of my work and agree to abide by the organization's policies and procedures to ensure the work is completed without any compromise. In this context, I will also avail of the well being services offered including the individual confidential coaching sessions, if required.

I hereby acknowledge that I have read, understood and agree to the terms of this letter of acknowledgement relating to confidentiality of work.

-----

Signature of candidate: **E-Signature** **Signature**

Name: **SRI AKHILESH RAI**  
Father/Spouse Name Resume ID-**47236982**

Location:

Date: **E-Signature** **Date**

Ref No:  
20498730  
25-mar-2019



A VENKATESH NAYAK

Dear **A VENKATESH NAYAK**,

We have greatly enjoyed our recent discussions with you and are pleased to offer you the role of **Database Administrator - Data** with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. Your place of posting will be **Hyderabad**.

Your annual total compensation will be **INR 2,20,000**. Please see **Compensation and Benefits** for additional details on your compensation. Cognizant has considered **0 months** of your experience as relevant in this offer, which will be kept up-to-date in our records.

Your appointment will be governed by the terms and conditions of employment presented in **Employment Agreement**, as well as any rules, regulations, and practices currently in place at the time of employment.

We request that you join us on or before **08-apr-2019**

.Please note:

- This offer is subject to satisfactory professional reference checks
- This offer is valid for three (3) months from the date of offer. Any extension shall be at the discretion of Cognizant and shall be communicated to you in writing
- Prior to beginning work with Cognizant, you must provide evidence of your right to work in India and other documentation requested by Cognizant

We are delighted to welcome you to the team! You are joining Cognizant at an exciting time, and we know your fresh thinking and expertise will help us accomplish great things.

If you have any further questions or need clarification on this offer, please feel free to contact

us. Best regards,

For **Cognizant Technology Solutions India Private Limited ("Cognizant")**,

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read the offer, understood and accept the above-mentioned terms and conditions.

**Signature:**

**Date:**

### Compensation and Benefits

**Name:** A VENKATESH NAYAK **Designation:** Product Management

Sl. No.	Description	Monthly	Yearly
1	Basic	16000	208000
2	HRA*	3000	36000
3	Company's contribution of PF #	500	6000
4	Advance Statutory Bonus***	3000	52000
5	Special Allowance*	1500	18000
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	408	4896
	<b>Annual Gross Compensation</b>		<b>320000</b>
	<b>Annual Total Compensation</b>		<b>320000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>239,501</b>

As an associate you are 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 Employee's Compensation Act
- Gratuity on separation after four (4) years and 240 calendar days of continuous service, payable as per the Payment of Gratuity Act

#### Leave and vacation:

- From your date of joining, you will be entitled to the following leave amounts as per your eligibility in line with statutory requirements. Leaves require manager approval in advance.

#### Category of Leave

- Earned Leave – 18 days
- Sick Leave – 12 days
- Casual Leave – 6 days
- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit (Amendment) Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the India Leave Policy.

#### # Provident Fund Wages:

For the purpose of computing contributions to the Provident Fund, Pension Fund and EDLI

Scheme, "Monthly Gross Salary" as stated in "Compensation and Benefits" of this letter, excluding "Advance Statutory Bonus" and "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.

**Employee State Insurance (ESI):**

Eligible Wages Eligibility for ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF and ESI contribution from the monthly Gross Compensation (AGC/12) as stated in Compensation and Benefits of this letter.

Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an associate in a particular month, including any recurring (or) ad hoc special payouts during the month.

ESI contribution shall continue until the end of the contribution period (April – September and October – March), if the associate contributes for at least one month in the contribution period.

**\* Flexible Benefit Plan:**

Your compensation has been structured to ensure that you can apportion components of your salary to suit your individual preferences. This plan will enable you to

1. Choose from an array of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**#\* Advance Statutory Bonus** is in line with the provisions of the Payment of Bonus Act

**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. The Annual Gross Compensation will remain the same
- Cognizant has made this offer in good faith after expending significant time and resources during the hiring process. We hope you will join us, but recognize 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 decide not to join us after signing the offer letter, Cognizant reserves the right not to consider you for future career opportunities with the company. We look forward to welcoming you to Cognizant

**Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of 26-feb-2023 between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant," which shall, unless counter to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

A VENKATESH NAYAK, \_\_\_\_\_(Age) \_\_\_\_\_, residing \_\_\_\_\_ at \_\_\_\_\_(hereinafter referred to as "you," "your" or

"yourself," which shall, unless counter to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honor and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirements. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties (with which the Company has any dealings), which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). You are obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such a breach. The obligations imposed upon you under this clause 4 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that the Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the

applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in accordance with any applicable laws currently in place. Any changes to be made to the above work timing or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timing may change from time to time as per any Company policy, and will be communicated to you in advance.

d) Your working hours shall be monitored by the Company through appropriate systems and processes, as updated from time to time. You are expected to comply with these processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference checks in line with Company policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to a satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, if your background verification report is found to be unfavorable or unsuccessful after you join the Company, the Company reserves the right to terminate your employment.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. Code of Business Ethics
- iii. Acceptable Use Policy and social media Policy
- iv. Dress Code Policy

Additionally, you will be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and that are not specifically mentioned in this Agreement. The applicable rules/processes/procedures/policies are available on the Company's intranet and you are expected to go through them carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines or processes, please reach out to your HR talent manager. It is your responsibility stay informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account



or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity (ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
- c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
- d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to client needs, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/training and up-skilling opportunities. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of three (3) days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be

construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's assets/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct regarded by the Company as prejudicial to its own interests or to the interests of its client

#### **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation/International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### **17. Survival**

Clauses 4, 5, 9 and 11 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### **18. Dispute Resolution and Governing law**

The Parties shall make our best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with

respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without the Company's prior written consent, and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of the Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof. You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited****A VENKATESH NAYAK**

Shibu Balakrishnan  
**Sr. Director-Talent Acquisition**

I have read, understood and accept the above-mentioned terms.

**Signature:****Date:**